

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

SEALED BID	•	DO NOT OPEN
SEALED BID NO.:	22-485-05 RA	
BID TITLE	Janitorial/Custodial Products & Supplies (Warehouse Delivery)	
DUE DATE/TIME:	June 24, 2021 @ 11:30 AM	
SUBMITTED BY:	<hr/> (Name of Company)	
DELIVER TO:	HERNANDO COUNTY SCHOOLS Purchasing Department 919 N. Broad Street Brooksville, FL 34601	

**PLEASE NOTE:**

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

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

To become a registered vendor and receive automatic notifications of any current bid solicitations for the Hernando County School Board, Purchasing Department, you must register online with the district’s new automated “Public Purchase” system. Sign-on and register @ <http://www.publicpurchase.com>. There is NO vendor fee for this service. Attach your company’s W9 form electronically online by uploading to your company application.

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

<b>SUBMIT BID TO:</b>	<b>PURCHASING DEPARTMENT</b> School Board of Hernando County, Florida 919 N. Broad Street Brooksville, Florida 34601	<b>INVITATION TO BID</b>
<b>BID TITLE:</b>	<b>Janitorial/Custodial Products &amp; Supplies (Warehouse Delivery)</b>	<b>BID NO.</b> 22-485-05 RA
<b>F.O.B. DESTINATION POINT:</b>	School Distribution Center/Warehouse Department 8050 Mobley Road Brooksville, FL 34601	<b>Purchasing Contact:</b> Julie Cirrincione (352) 797-7060
<b>BID DUE DATE AND TIME: <u>June 24, 2021 @ 11:30 AM</u></b>		<b>Issue Date:</b> May 20, 2021
		<b>BID OPENING: Purchasing Department</b>

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

**VISA® PURCHASING CARDS / Electronic Purchase Orders:**

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

**Note to Bidder:**

**A.** A signed bid submitted to the School Board obligates the bidder to all conditions stated within the bid document. The vendor certifies that they are in compliance with, and/or will comply with, all terms and conditions specifically mentioned, as well as all municipal, county, state and federal requirements and regulations.

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

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

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

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

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_ Valid PO E-mail Address: \_\_\_\_\_

Officer/Agent Authorized Company Signature \_\_\_\_\_ Contact Persons E-mail: \_\_\_\_\_

Name Typed / Legibly Printed \_\_\_\_\_ Website: \_\_\_\_\_

Date Submitted: \_\_\_\_\_ (Website, If Available)

Please provide company email address for contract renewal documents in the event the assigned representative to this account is no longer available: \_\_\_\_\_ (please print)

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

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

The Hernando County Schools, Florida, will accept bids for **Janitorial/Custodial Products & Supplies (Warehouse Delivery)** using an **“online” Bidding Process** managed and hosted by Electronic Auction Services, Inc. (hereinafter referred to as “EASI”).

- Pricing for **Janitorial/Custodial Products & Supplies (Warehouse Delivery)** will be captured via an Online Bidding Event scheduled to take place on **July 15, 2021, at 10:00 AM EST**.

The Online Bidding Process will be conducted in accordance with the Hernando County Schools purchasing provisions and the specifications for this Bid. The Online Bidding Process will be used to determine final pricing. By submitting a bid through the Online Bidding Event, the bidder agrees to abide by the terms and conditions of Hernando County Schools policies and procedures for the purchase of goods and services, the terms and conditions of the Online Bidding Event and the terms and specifications for this bid.

A condition of participation in the Online Bidding Event is that vendors complete all bid proposal forms and be deemed responsive to all requirements and responsible to perform the services or to provide the goods. Such determination will be a pre-requisite to participation in the Online Bidding Event

## **ONLINE BIDDING EVENT PROCEDURES**

EASI will provide written notice to each bidder through telephone or email regarding the bidder’s inclusion or exclusion from the qualified bidders list. This will be the official invitation to participate in the Online Bidding Event

- EASI will work with the bidder to prepare for the Online Bidding Event. Preparation may include, but is not limited to: testing of the bidder interface, review and discussion of Online Bidding Event procedures and other documentation, and training.
- During the Online Bidding Event, only those bidders on the qualified bidders list will be allowed to participate in the event. EASI will provide the necessary administrative support to ensure that the integrity of the Online Bidding Event is not compromised.
- EASI will keep an event record, which will include the prices offered by the bidders.
- The EASI bidder interface will be configured such that a bidder will not know the identity of competing bidders.
- EASI will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event. The lowest price offered by each qualified bidder will become the price portion of the bid response.
- Bids must be submitted by, or under the direction of, an authorized representative of the bidder as designated in the qualifications summary.
- The Online Bidding Event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension will be contained in the event procedures that will be reviewed and discussed with all qualified bidders.
- The event will conclude at either the scheduled stop time or at the time at which all extensions are completed, whichever is later.
- After the conclusion of the auction event, the school district will consider the qualifications summary and the price offered during the auction event to determine the lowest responsive and responsible bidder.

## **ONLINE BIDDING EVENT TRANSACTION FEE**

The awarded bidder agrees to and is required to pay a transaction fee to EASI pursuant to the Terms & Conditions signed and returned to the Hernando County Schools prior to the bid response due date. The fee will be three percent (3%) of the contract. The transaction fee is payable to EASI as follows:

- One-Time Purchase Contracts – One-half (50%) of the fee is payable within 30 days of the issuance of a Purchase Order by the Purchasing Agent with the balance due within 30 days of delivery of the item or service.
- Term Purchase Contracts – The fee for contracts for a period of time during which goods are purchased or services are rendered will be due within 30 days of the end of each quarter of the term of the contract based on the estimated purchase price, and 1st payment will be due with the 1st delivery."

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# 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:
  - i. Completed and signed *Invitation To Bid* form. (page 1)
  - ii. Completed *Bid Proposal* form(s)
  - iii. Items verified on *Submittals Checklist* form.
- F. **Forms:** All bids must be submitted on and comply with the bid forms provided in order for your bid to be considered. If additional space is required, the bidder may submit a signed, dated attachment, which will become part of the bid response. The Invitation to Bid Form must be signed by the owner or authorized officer/agent of the company submitting a bid or the bid will be rejected.
- G. **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the bid invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total lot price of two or more distinct items is requested, the Purchasing Department reserves the right to verify mathematical extensions and totals, correct totals if necessary and recommend an award based upon the overall group total.

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

## 2. INQUIRIES/INFORMATION:

Any questions by prospective bidders concerning requirements of this bid should be addressed thru the Purchasing Department's Public Purchase online system, where the original bid was downloaded. The Purchasing Department will assist vendors and answer questions to the best of our ability directly in Public Purchase or by posting an addendum. Questions of a technical nature may be referred to other individuals as deemed necessary by Purchasing for an appropriate response. Requests for interpretation of the bid or additional information shall be submitted no later than seven (7) working days prior to the currently scheduled bid opening date. No addendums will be issued five (5) working days prior to bid opening.

## 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 data base is done by the school district at no charge to the vendor.

Once the vendor has been cleared to work in the school district they will be issued a Hernando County Schools and a state wide vendor badge at a cost of \$10.00. 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. State wide 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: Maintenance Department,  
8008 Mobley Road, Brooksville, FL 34601  
Telephone Number (352) 797-7071,

\*\*\*\*\***BADGE PRICES SUBJECT TO CHANGE**\*\*\*\*\*

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

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

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

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

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

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

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

### 7. **NON COLLUSION:**

The bidder, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same 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. NON COLLUSION:

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

## 9. 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 site 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.

## 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*.

## 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.

## GENERAL TERMS & CONDITIONS

### 18. YEAR 2000 COMPLIANCE:

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

### 19. 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.

### 20. 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 bidder 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.

### 21. TAXES:

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

### 22. FISCAL NON-FUNDING CLAUSE:

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

### 23. 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.

### 24. PROMPT PAYMENT DISCOUNTS:

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

### 25. 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.

### 26. ERRORS AND OMISSIONS:

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

### 27. 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.



## GENERAL TERMS & CONDITIONS

### 28. 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 at to obtain this information. Due to excessive mailing costs, the Purchasing Department will not mail out notices of intent to award to bidders.

### 29. BID PROTEST:

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

### 30. 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.**

### 31. 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.

**32. 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.

### 33. VISA® CREDIT CARDS:

Some orders will be placed by individual schools or departments utilizing a district issued VISA® credit card as

form of payment. These orders will be made via phone, fax, pick-up and/or for direct delivery and billing to the requesting site. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e.: within 48-72 hours) and eliminate the need to submit an invoice. Only actual items shipped/delivered can be charged to the credit card account (i.e.: **no backorders**). All purchase deliveries, regardless of method, must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card number must not appear on any/all packing slips/delivery tickets.

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

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

### 34. 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.***

### 35. 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.

## GENERAL TERMS & CONDITIONS

### 36. 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.

### 37. 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.

### 38. 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.

### 39. 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.

### 40. 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.

### 41. WARRANTY

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

### 42. 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.

### 43. 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.

### 44. LIMITATION OF LIABILITY:

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

### 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 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.*

## GENERAL TERMS & CONDITIONS

### **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 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

## GENERAL TERMS & CONDITIONS

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.

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

### 55. 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**

### 56. NOTICE OF USE OF SOCIAL SECURITY NUMBERS

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

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

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

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

### 57. “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.**

## GENERAL TERMS & CONDITIONS

**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.

### 58. 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.

### 59. 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.

### 60. CONTRACT TERMINATION FOR CAUSE:

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

### 61. 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.

### 62. 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.



## GENERAL TERMS & CONDITIONS

### 63. 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.

### 64. 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).

### 65. 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.

### 66. 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.

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

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

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

### 68. 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.

### 69. 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.

### 70. 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).

### 71. 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).

### 72. 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).

### 73. 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

## GENERAL TERMS & CONDITIONS

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

### **74. 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.

### **75. 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).

**76. 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.

### **77. ENERGY CONSERVATION 42 U.S.C 6201**

### **78. 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.

**79. 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.

**80. 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.

**81. 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.

**82. 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.

**83. 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.

**84. 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.

## GENERAL TERMS & CONDITIONS

**85. 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.

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

**87. 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.

**88. FUNDING AGREEMENT (Rights to Inventions) 37 CFR Part 401.**

**89. RECOVERED MATERIALS:** Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.

**90. 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.

**91. 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.

**92. 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.



## GENERAL TERMS & CONDITIONS

### 93. 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**

# GENERAL TERMS & CONDITIONS

## SCOPE

The purpose and intent of this invitation to bid is to select suppliers to provide and deliver various Janitorial/Custodial Products to the Hernando County School Board's School Distribution Center, Warehouse, 8050 Mobley Road, Brooksville, FL, 34601, and to secure firm, net pricing for the contract period 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) year from date of award. However, this bid shall be subject to a review at the end of each twelve (12) month period from the date of award and subject to cancellation. This contract will be extended ninety (90) days beyond the contract expiration date, if needed. The awardee(s) agree to this condition by signing their bid. The awardee(s) will be notified by the Purchasing Department when this recommendation has been acted upon. Prices and discounts shall remain firm for the entire contract period, including any applicable extensions, and shall include **ALL** freight and handling charges.

## 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 renewals.

## 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 \$350,000.00/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.

## 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);
- Minimum **FIVE (5)** years' experience with projects similar in scope and/or years in business. Must Be Verifiable;
- Product samples as required (see page 19)

<b><u>SPECIAL INSTRUCTIONS</u></b>	
<b><u>Hernando County School District</u></b> <b><u>has the following requirements</u></b>	
	<b><u>Initial</u></b>
<b>1. No Minimum Order Requirements</b>	_____
<b>2. Delivery Days After Receipt of Purchase Order (ARO) Must Be Fifteen (15) Business Days</b>	_____
<b>3. Shipping Through A Third Party Vendor Delivery Ticket Must State Who Item Is being Shipped From And Purchase Order Number</b>	_____

*Please initial each section as vendor acknowledgement and agreement of the these conditions/requirements.*

## GENERAL TERMS & CONDITIONS

### BID EVENT TIMELINES

- |                              |   |
|------------------------------|---|
| ➤ Posting of Bid Documents   | May 20, 2021                              |
| ➤ Questions Deadline Date    | June 3, 2021, 4:00 PM EST                 |
| ➤ Due Date of Responses      | June 24, 2021, no later than 11:30 AM EST |
| ➤ Online Bidding Event       | July 15, 2021 at 10:00 AM EST             |
| ➤ Board Approval (tentative) | August 10, 2021                           |

### AWARD

An award will be made individually by item to the lowest responsive and responsible bidder meeting all terms and conditions, special conditions and specifications. The district reserves the right to award or reject any/all portions of a group/category and award the balance, if it is in the district's best interest to do so. Awarded vendors shall be able to perform all requirements stated in the bid.

### ADDITIONAL CHARGES

All additional charges, such as installation, freight, or other, must be included in the net bid pricing during the Online Bidding Event.

### RECEIPT OF BIDS

Bids will be accepted on or until **11:30 AM** on the due date specified within the solicitation. Bids will be accepted if date/time stamped **11:30 AM** date/time stamps of **11:31 AM** or later will be rejected. Bids will be accepted and opened in accordance with **F.S. 119.071. Please Note – The Time And Date Stamp A Solicitation Has Been Received Shall Only Apply As Indicated By The Official Solicitation Time Clock Located In The Main Lobby Of The Hernando County Support Complex, 919 N. Broad Street, Brooksville, FL 34601. No Other Time Clock Shall Apply.**

<b><u>VISA CARD PAYMENTS</u></b>		
	<b><u>Initial Appropriate Box</u></b>	
	<b><u>Yes</u></b>	<b><u>No</u></b>
<b>Will vendor accept Visa Card payments</b>	<hr/>	<hr/>

**NOTE: Responses will not further qualify or disqualify a vendor's bid submittal.**

### 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.

## GENERAL TERMS & CONDITIONS

### SAMPLES

The following samples are **REQUIRED** to be included with your bid documents on the specified due date of June 24, 2021, no later than 11:30 AM EST. If vendor(s) do not submit these required samples, they will not be allowed to participate in the reverse auction for these specific items.

Bid Item No.	Item Description
71	<b>Bags, Garbage</b> , 24" x 32" (12-16 Gal.), Clear, Linear Low, .50 Mil., Eco-Friendly, Recycled Material Construction Preferred. 1000 Per Case Minimum. Star Seal Bottom. Case Weight Minimum 25.6 lbs.
72	<b>Floor Prep/Stripping Pad, 14" X 28" Maroon</b> , TomCat Edge Series Floor Pads, Edge 4056 or Equal.
73	<b>Floor Prep/Stripping Pad, 14" X 20" Maroon</b> TomCat Edge Series Floor Pads, Edge 4007 or Equal
74	<b>Floor Prep/Stripping Pad, 14" X 24" Maroon</b> , TomCat Edge Series Floor Pads, Edge 2407 or Equal

### ADDITIONAL SAMPLES

In addition to the above REQUIRED samples which are due with vendor submittals, under certain circumstances, samples may also be requested after bids are opened and tabulated to assist in the evaluation process. This may occur when vendors submit bids on alternate brand(s) items. Such sample requests shall include all requested accessories and complete specifications for the item. Vendors shall have *ten (10) calendar days* after receiving a written or verbal request to furnish these samples. Failure to furnish samples within *(10) calendar days* may be cause to consider the bid non-responsive for those specific items.

Samples may be subject to destructive evaluation to determine compliance with specifications or may be consumed to measure suitability or performance characteristics. Criteria used to determine compliance includes, but is not limited to; performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. We cannot guarantee return of these samples. Samples which are not destroyed may be picked up by the bidder at the bidder's expense. Any samples remaining longer than thirty (30) days after the bid award date shall become School Board property.

All samples, required or as requested, are to be plainly and securely marked with the name of the bidder, bid number, brand and catalog or model number of item, manufacturer, Safety Data Sheets (SDS's, if applicable), submitted with Page 21 and sent **PREPAID** addressed to:

Hernando County School District  
ATTN: Purchasing Department  
919 North Broad Street  
Brooksville, FL 34601

**Office/Receiving Hours: Monday-Friday, 8:00 am to 4:00 pm**

# GENERAL TERMS & CONDITIONS

## HOLIDAY BREAKS-SCHOOL YEAR 2021-2022

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	11/22/21	11/29/21	12/20/21	01/04/22	03/11/22	03/21/22
ADMIN. OFFICES	11/25/21	11/29/21	12/22/21	01/03/22	03/14/22	03/21/22

<b><u>Additional</u></b>	First Day of School (Students)	08/10/21	Presidents Day	02/21/22
<b><u>Dates/Holidays</u></b>	Labor Day	09/06/21	Long Weekend <small>offices/schools closed</small>	04/15/22
	Veterans Day	11/11/21	Memorial Day	05/30/22
	Martin Luther King Day	01/17/22	Last Day Of School (Students)	05/27/22

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.

## GENERAL TERMS & CONDITIONS

## **BID SAMPLES**

**(Duplicate As Needed)**

**A sample is only required for the item(s) listed on Page 19.**

**FOR BID NO.:** 22-485-05 RA

**BID TITLE:** Janitorial/Custodial Products (Warehouse Delivery)

**SAMPLES ITEMS DUE:** June 24, 2021 no later than 11:30 AM EST  
with vendor's bid submittal

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

**Deliver Sample(s) to:  
HCSB ATTN: Purchasing  
919 North Broad Street  
Brooksville, FL. 34601**

**If submitting samples on behalf of a list of distributors, please list the names of all companies for whom you are submitting samples in the spaces provided below.**

[illegible]

**Samples Submitted On Behalf Of:**

[illegible]

# 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**

Company Name

Address

City, State, Zip

Telephone Number

Fax Number

Email Address

Contact Person

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

### **Reference No.3**

Company Name

Address

City, State, Zip

Telephone Number

Fax Number

Email Address

Contact Person

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

### **Reference No.2**

Company Name

Address

City, State, Zip

Telephone Number

Fax Number

Email Address

Contact Person

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

### **Reference No.4**

Company Name

Address

City, State, Zip

Telephone Number

Fax Number

Email Address

Contact Person

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

## **DRUG FREE WORKPLACE CERTIFICATION FORM**

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

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

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

---

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.
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.**

\_\_\_\_\_  
**Initial**

\_\_\_\_\_  
**Date**

**BID PROPOSAL FORM**

**METHOD OF AWARD – Individually By Item**

*Whenever possible, multiple items will be ordered on a single purchase order for delivery to the warehouse to assist in scheduling deliveries. Items will be ordered, as required, with **NO** total quantities guaranteed or implied.*

Item No.	SDC Stock # (Internal Use Only)	Item Description	UOM	Packaging Units (how packaged)	Approximate Annual Usage *	Sample Required	Check this box if bidding line item	Indicate The Manufacturer/Brand Name You Are Bidding	Vendor SKU/Item #	Unit Price
1	020132	<b>Broom Handle.</b> Push Broom 60", 3" Metal Threaded End Acceptable Brand(s): ABCO 01104	Each	1 Each	20	No	<input type="checkbox"/>			"On-Line"
2	020313	<b>Broom,</b> Plastic, Upright w/Plastic Bristles, Duo Sweep, Handle Included, Heavy Duty. Acceptable Brand(s): Flo-Pac or ABCO	Each	1 Each	219	No	<input type="checkbox"/>			"On-Line"
3	020009	<b>Broom Push 24".</b> Combo w/Handle and Metal Bracket. For Polished/Waxed Floors Gray Flagged Satin, tip floor Brush Acceptable Brand(s): ABCO	Each	1 Each	5	No	<input type="checkbox"/>			"On-Line"
4	020111	<b>Broom, Push.</b> Combo w/Handle 24" Cement/Wood, 60" Wood Handle With Metal Threaded Tip. Acceptable Brand(s): Wilen 33633 Carlisle or ABCO	Each	1 Each	5	No	<input type="checkbox"/>			"On-Line"
5	020310	<b>Mop Head, Wet,</b> 16-18 Ounce, Looped End, Cotton & Rayon Plus Triple Synthetic Blend For Strength, Plastic Coated Mesh Head. Acceptable Brand(s): Greenwood 1378	Each	1 Each	192	No	<input type="checkbox"/>			"On-Line"
6	020019	<b>Mop Head, Microfiber Heavy Duty,</b> White Color Band Options Available For Easy Identification. 16 oz. Approved Brand(s): Champion	Each	1 Each	170	No	<input type="checkbox"/>			"On-Line"
7	020013	<b>Mop Head, Microfiber Heavy Duty,</b> Blue Color Band Options Available For Easy Identification. 16 oz. Approved Brand(s): Champion	Each	Each	162	No	<input type="checkbox"/>			"On-Line"

\* This is an estimated annual usage figure and not a guarantee of the quantities that will be ordered.

## **BID PROPOSAL FORM**

Item No.	SDC Stock # (Internal Use Only)	Item Description	UOM	Packaging Units (how packaged)	Approximate Annual Usage *	Sample Required	Check this box if bidding line item	Indicate Manufacturer/Brand Name You Are Bidding	Vendor SKU/Item #	Unit Price
8	020080	<b><u>Mop, finish Flat</u></b> , Micro-Fiber Finish Pad, 18" Looped Fringe, White, Mop Size: 18" L x 5" W. Flat. Acceptable Brand(s): Rubbermaid	Case	6 Per Case	60	No	<input type="checkbox"/>			"On-Line"
9	020089	<b><u>Frame, For Flat Finish Mop</u></b> , 18" L x 5" W, Metal. Acceptable Brand(s): ABCO BH24518	Each	1 Each	9	No	<input type="checkbox"/>			"On-Line"
10	020311	<b><u>Mop, Handle</u></b> , (Wet Mops), 60". Approved Brand(s): Continental A70612 Only	Each	1 Each	65	No	<input type="checkbox"/>			"On-Line"
11	020088	<b><u>Bucket, For Flat Finish Mop</u></b> , Resealable, Smooth, Non-Porous, Cleans Easily, Must Fit Mop At Least 18" L x 5" W. Must Come Complete With tight Fitting Lid, Handle, Sieves and Casters. Strong Enough To Handle Continuous Users. Acceptable Brand(s): Rubbermaid Q930 Only	Each	1 Each	5	No	<input type="checkbox"/>			"On-Line"
12	020208	<b><u>Mop Bucket and Wringer</u></b> , 35qt., Yellow Polypropylene, Side Press Hand Operated Wringer, 32 oz. Mop Capacity, Rectangular Shape, Non-marking 3" Casters, Approved Brand(s): Rubbermaid System Only	Each	1 Each	45	No	<input type="checkbox"/>			"On-Line"
13	020005	<b><u>Dust Mop Refill</u></b> , 24", Microfiber. Acceptable Brand(s): A&B MFD 24	Each	1 Each	69	No	<input type="checkbox"/>			"On-Line"
14	020007	<b><u>Dust Mop, Refill</u></b> , 36", Microfiber. Acceptable Brand(s): A&B M36F	Each	1 Each	42	No	<input type="checkbox"/>			"On-Line"

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# BID PROPOSAL FORM

Item No.	SDC Stock # (Internal Use Only)	Item Description	UOM	Packaging Units (how packaged)	Approximate Annual Usage *	Sample Required	Check this box if bidding line item	Indicate The Manufacturer/Brand Name You Are Bidding	Vendor SKU/Item #	Unit Price
15	020274	<b>Dust Mop, Frame</b> , 24" x 5". <b>Must Fit Item 13.</b> Solid Construction. Acceptable Brand(s): ABCO BH-24254	Each	1 Each	20	No	<input type="checkbox"/>			"On-Line"
16	020275	<b>Dust Mop, Frame</b> , 36" x 5". <b>Must Fit Item 14.</b> Solid Construction. Acceptable Brand(s): ABCO BH-24536	Each	1 Each	20	No	<input type="checkbox"/>			"On-Line"
17	020277	<b>Dust Mop, Handle</b> , 360 Degree Swivel Head. <b>Must Fit Items 15 and 16.</b> Clamp/Snap On Design Only. Acceptable Brand(s): ABCO 01406-NB	Each	1 Each	89	No	<input type="checkbox"/>			"On-Line"
18	020342	<b>Dust Pan, Lobby</b> , Pivoting Bucket Locks Open For Hands Free Disposal. 30" Minimum Handle. Acceptable Brand(s): Continental 912	Each	1 Each	78	No	<input type="checkbox"/>			"On-Line"
19	020017	<b>Duster, Microfiber w/Handle</b> , 5" Handle, 14" Twisted Wire Head Filled With Split Microfiber Yarn, 6" Diameter. Acceptable Brand(s): Harper T230	Each	1 Each	36	No	<input type="checkbox"/>			"On-Line"
20	020008	<b>Duster, Cob Web w/Handle</b> , Split Tip PVC Bristles. Handle Must Extend 50"-120". Acceptable Brand(s): Better Brush 500108/330609	Each	1 Each	52	No	<input type="checkbox"/>			"On-Line"
21	020141	<b>Pads, Light Scrub</b> , 13" x 1" Red. 5 Per Case. Acceptable Brand(s): Glit 20046 or Norton	Case	5 Pads Per Case	20	No	<input type="checkbox"/>			"On-Line"
22	NEW	<b>Pads, Light Scrub</b> , 16" x 1" Red 5 Per Case. Acceptable Brand(s): Glit 404416 or Norton 66261054275	Case	5 Pads per Case	20	No	<input type="checkbox"/>			"On-Line"
23	020284	<b>Pads, Light Scrub</b> , 20" x 1" Red. 5 Per Case. Acceptable Brand(s): Glit 20053 or Norton	Case	5 Pads Per Case	10	No	<input type="checkbox"/>			"On-Line"
24	020015	<b>Pads, Top Scrub</b> , 20" x 1" Green. 5 Per Case. Acceptable Brand(s): Norton 57600	Case	5 Pads Per Case	17	No	<input type="checkbox"/>			"On-Line"

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**BID PROPOSAL FORM**

Item No.	SDC Stock # (Internal Use Only)	Item Description	UOM	Packaging Units (how packaged)	Approximate Annual Usage *	Sample Required	Check this box if bidding line item	Indicate Manufacturer/Brand Name You Are Bidding	Vendor SKU/Item #	Unit Price
25	020307	<b><u>Pads, Burnish/Buf</u></b> , 13" x 1", Champagne. 5 Per Case. Acceptable Brand(s): Norton 57600	Case	5 Pads Per Case	5	No	<input type="checkbox"/>			"On-Line"
26	020309	<b><u>Pads, Burnish/Buf</u></b> , 20" x 1", Champagne, For High Speed Burnishing Buffing. 5 Per Case. Acceptable Brand(s): Norton 57611	Case	5 Pads Per Case	5	No	<input type="checkbox"/>			"On-Line"
27	020298	<b><u>Pads, Burnish</u></b> , 20" x 1", Hog's Hair. 5 Per Case. Acceptable Brand(s): Glit 20364	Case	5 Pads Per Case	14	No	<input type="checkbox"/>			"On-Line"
28	020299	<b><u>Pads, Polishing</u></b> , 20" x 1", White. 5 Per Case. Acceptable Brand(s): Glit 20364	Case	5 Pads Per Case	6	No	<input type="checkbox"/>			"On-Line"
29	020014	<b><u>Pads, Stripping</u></b> , 20" x 1/2", Ultra Blue, Heavy Duty Reusable And Washable. 5 Per Case. Acceptable Brand(s): Tiger Pads Black	Case	5 Pads Per Case	34	No	<input type="checkbox"/>			"On-Line"
30	020163	<b><u>Squeegee</u></b> , Floor 30", Stainless Steel Channel, 36"- 48" Rubber Handle. Acceptable Brand(s): Unger	Each	1 Each	5	No	<input type="checkbox"/>			"On-Line"
31	020329	<b><u>Scraper</u></b> , 48" Overall Length Minimum. <b>Must Fit Item 32.</b> Stainless Steel, With Handle. Acceptable Brand(s): Pulex PXR01230	Each	1 Package	6	No	<input type="checkbox"/>			"On-Line"
32	020330	<b><u>Blade Replacement For Scraper</u></b> , 4" Wide Blade. <b>Must Fit Item 31.</b> 10 Blades Per Package. Blades must be securely packaged in rigid plastic (or similar) container. Acceptable Brand(s): Pulex	Package	10 Blades Per Pack	40	No	<input type="checkbox"/>			"On-Line"

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**BID PROPOSAL FORM**

Item No.	SDC Stock # (Internal Use Only)	Item Description	UOM	Packaging Units (how packaged)	Approximate Annual Usage *	Sample Required	Check this box if bidding line item	Indicate Manufacturer/Brand Name You Are Bidding	Vendor SKU/Item #	Unit Price
33	020071	<b><u>Sprayer, Commercial</u></b> , 2-Gallon Pump Up Capacity, Heavy Duty Poly Tank, Industrial Grade, Chemically Resistant Poly Flow Control, Viton Seals. Acceptable Brand(s): RL Flowmaster #1962VI	Each	1 Each	52	No	<input type="checkbox"/>			"On-Line"
34	020501	<b><u>Tissue, Facial</u></b> , Facial Quality Paper, Regular Size. 100 Count Box. Acceptable Brand(s): Cascades 4062 or Equal.	Case	30 Box/Case 1 Case	98	No	<input type="checkbox"/>			"On-Line"
35	020314	<b><u>Brush, Scrub</u></b> . Swivel Head, NO HANDLE. Acceptable Brand(s): Magnolia 4010 Unger or ABCO	Each	1 Each	5	No	<input type="checkbox"/>			"On-Line"
36	020000	<b><u>Brush, Toilet Bowl</u></b> . Nylon Bristles Only. 14" Minimum Length, Plastic or Wood Handle, No Metal Components Allowed. Acceptable Brand(s): Wilen J501001 or Equal	Each	1 Each	81	No	<input type="checkbox"/>			"On-Line"
37	020172	<b><u>Sponges</u></b> , Scrubbing, 5-1/2" x 3-1/2" x 1" w/Green Scrub Pad On One Side And Cellulose On Other Medium Duty. <b><u>40 Per Package</u></b> . Acceptable Brand(s): Glit 20944 or Equal	Case	40 Per Case	52	No	<input type="checkbox"/>			"On-Line"
38	020010	<b><u>Pumice Scouring Stick</u></b> , Heavy Duty, Use With Cleaning Tile and Porcelain, Removes Hard Water Rings, Lime, Rust, Etc. From Toilets, Urinals, Sinks And Showers, Minimum Size 6' x 1.25" x 3/4". Acceptable Brand(s): PUM12 US Pumice	Each	1 Each	363	No	<input type="checkbox"/>			"On-Line"

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**BID PROPOSAL FORM**

Item No.	SDC Stock # (Internal Use Only)	Item Description	UOM	Packaging Units (how packaged)	Approximate Annual Usage *	Sample Required	Check this box if bidding line item	Indicate Manufacturer/Brand Name You Are Bidding	Vendor SKU/Item #	Unit Price
39	020167	<b><u>Towel</u></b> , Utility Cotton, 17-1/2" x 20" Ribbed Terry Cloth Bar Mop. 12 Per Package. <b><u>Loose Towels By Case Will Not Be Accepted.</u></b> Acceptable Brand(s): Maxtex or Equal	Pack	12 Per Pack	15	No	<input type="checkbox"/>			"On-Line"
40	020048	<b><u>Towel - Red</u></b> , Micro-Fiber Wipe, 16" x 16". 12 Per Package. Durable/Reusable Up To 500 Washings. Acceptable Brand(s): Calico 90MF1616 or Unger	Pack	12 Per Pack	119	No	<input type="checkbox"/>			"On-Line"
41	020049	<b><u>Towel - Yellow</u></b> , Micro-Fiber Wipe, 16" x 16". 12 Per Package. Durable/Reusable Up To 500 Washings. Acceptable Brand(s): Calico 90MF1616 or Unger	Pack	12 Per Pack	143	No	<input type="checkbox"/>			"On-Line"
42	020020	<b><u>Towel - Green</u></b> , Micro-Fiber Wipe, 16" x 16". 12 Per Package. Durable/Reusable Up To 500 Washings. Acceptable Brand(s): Calico 90MF1616 or Unger	Pack	12 Per Pack	54	No	<input type="checkbox"/>			"On-Line"
43	020021	<b><u>Towel - Blue</u></b> , Micro-Fiber Wipe, 16" x 16". 12 Per Package. Durable/Reusable Up To 500 Washings. Acceptable Brand(s): Calico 90MF1616 or Unger	Pack	12 Per Pack	171	No	<input type="checkbox"/>			"On-Line"
44	020047	<b><u>Floor Caution Sign</u></b> , "WET FLOOR" Sign, Triangular Hard Plastic Yellow Safety Sign, Easy Storage On Cart Or Wall, Universal Caution Symbol Preferred. Acceptable Brand(s): ABCO WS-00001	Each	1 Each	40	No	<input type="checkbox"/>			"On-Line"

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**BID PROPOSAL FORM**

Item No.	SDC Stock # (Internal Use Only)	Item Description	UOM	Packaging Units (how packaged)	Approximate Annual Usage *	Sample Required	Check this box if bidding line item	Indicate Manufacturer/Brand Name You Are Bidding	Vendor SKU/Item #	Unit Price
45	020502	<b><u>Chemical Goggles</u></b> . All Purpose, With Elastic Comfort Strap. Acceptable Brand(s): Impact 7322	Each	1 Each	36	No	<input type="checkbox"/>			"On-Line"
46	020500	<b><u>Safety Glasses</u></b> , Clear Plastic. Acceptable Brand(s): Safety Zone ES-41BLCL	Each	1 Each	26	No	<input type="checkbox"/>			"On-Line"
47	020319	<b><u>Gloves</u></b> , Dotted Cotton, Knit Wrist. Size Large. Acceptable Brand(s): Safety Zone GSBS-2P-20	Each	1 Pair	27	No	<input type="checkbox"/>			"On-Line"
48	020073	<b><u>Gloves, Disposable, Small</u></b> , Any Color, Seamless Vinyl, Latex Free. Powder Free. Not Less Than 5 Mil. Acceptable Brand(s): Seidman GVDR or Equal.	Box	100 Gloves in Each Box/ 10 Boxes in Case	41	No	<input type="checkbox"/>			"On-Line"
49	020072	<b><u>Gloves, Disposable, Medium</u></b> , Any Color, Seamless Vinyl, Latex Free. Powder Free. Not Less Than 5 Mil. Acceptable Brand(s): Seidman GVDR or Equal.	Box	100 Gloves in Each Box/ 10 Boxes in Case	1416	No	<input type="checkbox"/>			"On-Line"
50	020341	<b><u>Gloves, Disposable, Large</u></b> , Any Color, Seamless Vinyl, Latex Free. Powder Free. Not Less Than 5 Mil. Acceptable Brand(s): Seidman GVDR or Equal.	Box	100 Gloves in Each Box/ 10 Boxes in Case	1850	No	<input type="checkbox"/>			"On-Line"
51	020002	<b><u>Gloves, Disposable, X-Large</u></b> , Any Color, Seamless Vinyl, Latex Free. Powder Free. Not Less Than 5 Mil. Acceptable Brand(s): Seidman GVDR or Equal.	Box	100 Gloves in Each Box/ 10 Boxes in Case	1005	No	<input type="checkbox"/>			"On-Line"

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**BID PROPOSAL FORM**

Item No.	SDC Stock # (Internal Use Only)	Item Description	UOM	Packaging Units (how packaged)	Approximate Annual Usage *	Sample Required	Check this box if bidding line item	Indicate Manufacturer/Brand Name You Are Bidding	Vendor SKU/Item #	Unit Price
52	020505	<b><u>Shoes/Boots, Stripping - Small</u></b> , Waterproof Overshoes To Fit Snuggly Over Shoes To Avoid Slipping When Stripping Floors, Degreasing Areas, Etc., Soles To Be Made Of Stripping Pad Material And Attach To Uppers With Velcro, Must Be Able To Withstand Repeated Exposure To Harsh Chemicals. Acceptable Brand(s): Glit Series	Each	1 Pair Per Box	5	No	<input type="checkbox"/>			"On-Line"
53	020503	<b><u>Shoes/Boots, Stripping - Medium</u></b> , Waterproof Overshoes To Fit Snuggly Over Shoes To Avoid Slipping When Stripping Floors, Degreasing Areas, Etc., Soles To Be Made Of Stripping Pad Material And Attach To Uppers With Velcro, Must Be Able To Withstand Repeated Exposure To Harsh Chemicals. Acceptable Brand(s): Glit Series	Each	1 Pair Per Box	5	No	<input type="checkbox"/>			"On-Line"
54	020504	<b><u>Shoes/Boots, Stripping - Large</u></b> , Waterproof Overshoes To Fit Snuggly Over Shoes To Avoid Slipping When Stripping Floors, Degreasing Areas, Etc., Soles To Be Made Of Stripping Pad Material And Attach To Uppers With Velcro, Must Be Able To Withstand Repeated Exposure To Harsh Chemicals. Acceptable Brand(s): Glit Series	Each	1 Pair Per Box	10	No	<input type="checkbox"/>			"On-Line"
55	020509	<b><u>Shoes/Boots, Stripping - X-Large</u></b> , Waterproof Overshoes To Fit Snuggly Over Shoes To Avoid Slipping When Stripping Floors, Degreasing Areas, Etc., Soles To Be Made Of Stripping Pad Material And Attach To Uppers With Velcro, Must Be Able To Withstand Repeated Exposure To Harsh Chemicals. Acceptable Brand(s): Glit Series	Each	1 Pair Per Box	10	No	<input type="checkbox"/>			"On-Line"

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**BID PROPOSAL FORM**

Item No.	SDC Stock # (Internal Use Only)	Item Description	UOM	Packaging Units (how packaged)	Approximate Annual Usage *	Sample Required	Check this box if bidding line item	Indicate Manufacturer/Brand Name You Are Bidding	Vendor SKU/Item #	Unit Price
56	020510	<b><u>Shoes/Boots, Stripping - Giant</u></b> , Waterproof Overshoes To Fit Snuggly Over Shoes To Avoid Slipping When Stripping Floors, Degreasing Areas, Etc., Soles To Be Made Of Stripping Pad Material And Attach To Uppers With Velcro, Must Be Able To Withstand Repeated Exposure To Harsh Chemicals. Acceptable Brand(s): Glit Series	Each	1 Pair Per Box	5	No	<input type="checkbox"/>			"On-Line"
57	020050	<b><u>Cleaner, Microfiber</u></b> , Machine or Hand Wash For Microfiber Materials Such As Towels, Mops, Etc. <b><u>Liquid</u></b> . Accepted Brand(s): PCS Process Microlaundry Only	Each	3 Liters/ Pail 1 Each	10	No	<input type="checkbox"/>			"On-Line"
58	020051	<b><u>Cleaner, Microfiber</u></b> , Machine or Hand Wash For Microfiber Materials Such As Towels, Mops, Etc. <b><u>Powder</u></b> . Accepted Brand(s): PCS Process Microlaundry Only	Each	3.5 Kilograms/ Pail 1 Each	10	No	<input type="checkbox"/>			"On-Line"
59	020099	<b><u>Absorbent, Vomit</u></b> . 1 lb. Rigid Plastic Containers, Granular Type. Environmentally Friendly Ingredients or Green Seal Certification Preferred. Acceptable Brand(s): Tolco TC260106 or Equal.	Each	1-Pound Containers	154	No	<input type="checkbox"/>			"On-Line"
60	NEW	<b><u>Carpet Cleaner</u></b> . 12 oz. Concentrated Form. Encapsulated Formula. Green Seal Certification Only. Approved Brand(s): RE Whittaker Crystal Dry Only	Case	24 Per Case	400	No	<input type="checkbox"/>			"On-Line"
61	020038	<b><u>Carpet Roamer</u></b> . Spotting Tool Approved Brand(s): RE Whittaker Only	Each	1 Each	5	No	<input type="checkbox"/>			"On-Line"

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**BID PROPOSAL FORM**

Item No.	SDC Stock # (Internal Use Only)	Item Description	UOM	Packaging Units (how packaged)	Approximate Annual Usage *	Sample Required	Check this box if bidding line item	Indicate Manufacturer/Brand Name You Are Bidding	Vendor SKU/Item #	Unit Price
62	NEW	<b><u>Vacuum Back Pack Bags</u></b> , Large, Gray. 10 Per Box Minimum. Approved Brand(s): NVM1CH Nacecare Only	Box	10 Per Box	100	No	<input type="checkbox"/>			"On-Line"
63	NEW	<b><u>Vacuum Cleaner Bags</u></b> , Small, Yellow, Hepa Bag Type B For Royal 1028/1058 Only. 10 Per Package Minimum. Approved Brand(s): Royal 1871075-001 Only	Pack	10 Per Pack	50	No	<input type="checkbox"/>			"On-Line"
64	020001	<b><u>Nifty-Nabber</u></b> , 36" Long Handle, Tips Must Be Of One Continuous Section, Ideal For Picking Up Bottles, Garbage And Hazardous Items Out Of Toilets, Urinals, And Grounds. Acceptable Brand(s): Unger NN-900	Each	1 Each	44	No	<input type="checkbox"/>			"On-Line"
65	020102	<b><u>Basket, Waste Paper</u></b> . Non-Metallic, (Round or Rectangular) Approx. 14-3/8" x 10-1/4" x 15" High, 29-1/8 Qt. Recycled Material Construction Preferred. Acceptable Brand: Continental 372818	Each	1 Each	45	No	<input type="checkbox"/>			"On-Line"
66	020114	<b><u>Can, Garbage</u></b> . Plastic, 20 Gallon, w/o Lid. <b>Color and Size Must Fit and Match Item 67</b> . Recycled Material Construction Preferred. Acceptable Brand(s): Rubbermaid or Continental 2000	Each	1 Each	71	No	<input type="checkbox"/>			"On-Line"
67	020317	<b><u>Lid Only, Garbage Can</u></b> , Plastic, 20 Gallon. <b>Color and Size Must Fit and Match Item 66</b> . Acceptable Brand(s): Rubbermaid or Continental 2001	Each	1 Each	33	No	<input type="checkbox"/>			"On-Line"
68	020011	<b><u>Urinal Kit, For Waterless Urinals</u></b> , Approved Brand(s): Sloan w/Falcon Waterfree Tech Sealant Only	Each	1 Each	5	No	<input type="checkbox"/>			"On-Line"

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**BID PROPOSAL FORM**

Item No.	SDC Stock # (Internal Use Only)	Item Description	UOM	Packaging Units (how packaged)	Approximate Annual Usage *	Sample Required	Check this box if bidding line item	Indicate Manufacturer/Brand Name You Are Bidding	Vendor SKU/Item #	Unit Price
69	020069	<b><u>Receptacle, Sanitary Napkin</u></b> , Removable Rigid Liner For Easy Cleaning, Holds Bag Size 7-1/2" x 3" x 10-1/4", Wall Mounted Design. <b>Must Fit Item 70.</b> Acceptable Brand(s): Hospeco 250-201W	Each	1 Box	23	No	<input type="checkbox"/>			"On-Line"
70	020271	<b><u>Linens, Sanitary Napkin</u></b> , 7-1/2" x 3" x 10-1/4", Waxed, For Sanitary Receptacle. <b>Must Fit Item 69.</b> 500 Per Case Minimum. Acceptable Brand(s): Hospeco 260	Box	500 Count Box	52	No	<input type="checkbox"/>			"On-Line"
71	020259	<b><u>Bags, Garbage</u></b> , 24" x 32" (12-16 Gal.), Clear, Linear Low, .50 Mil., Eco-Friendly, Recycled Material Construction Preferred. 1000 Per Case Minimum. Star Seal Bottom. Case Weight Minimum 25.6 lbs. <b>Sample Required</b>	Case	1 Case	395	YES	<input type="checkbox"/>			"On-Line"
72	020025	<b><u>Floor Prep/Stripping Pad, 14" X 28" Maroon</u></b> TomCat Edge Series Floor Pads, Edge 4056 or Equal. <b>Sample Required</b>	Case	10 Per Case	25	YES	<input type="checkbox"/>			"On-Line"
73	New	<b><u>Floor Prep/Stripping Pad, 14" X 20" Maroon</u></b> TomCat Edge Series Floor Pads, Edge 4007 or Equal. <b>Sample Required</b>	Case	10 per Case	25	YES	<input type="checkbox"/>			"On-line"
74	New	<b><u>Floor Prep/Stripping Pad, 14" X 24" Maroon</u></b> TomCat Edge Series Floor Pads. Edge 2407 or Equal. <b>Sample Required</b>	Case	10 per Case	25	YES	<input type="checkbox"/>			"On-line"
75	020023	<b><u>14" X 24" Red Buffing Pad</u></b> , TomCat Edge Series Floor Pads, Edge 2404 or Equal.	Case	5 Per Case	10	No	<input type="checkbox"/>			"On-Line"
76	020044	<b><u>14" X 28" Red Buffing Pad</u></b> , TomCat Edge Series Floor Pads, Edge 4053 or Equal.	Case	5 Per Case	14	No	<input type="checkbox"/>			"On-Line"

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Samples for item 71, 72, 73 & 74 (see page 19) must be provided with your bid submittal for review. Bid samples must be submitted with page 21.

BID PROPOSAL FORM

Item No.	SDC Stock # (Internal Use Only)	Item Description	UOM	Packaging Units (how packaged)	Approximate Annual Usage *	Sample Required	Check this box if bidding line item	Indicate Manufacturer/Brand Name You Are Bidding	Vendor SKU/Item #	Unit Price
77	New	<b>14” x 20” Red Buffing Pad</b> , TomCat Edge Series Floor Pads, Edge 4004 or Equal	Case	5 Per Case	14	No	<input type="checkbox"/>			"On-Line"
78	NEW	<b>CPI-Trowel</b> , 9" X 4" Hand Trowel With Handle and Scraper Edge, Blue Hook and Loop Backing Use With Wallwash Pads or Equal, <b>MUST FIT ITEM #79.</b>	Each	1 Box	50	No	<input type="checkbox"/>			"On-Line"
79	NEW	<b>CPI Wave Trowel</b> , 5" x 10", Blue, Microfiber Hook & Loop Pad or Equal, <b>MUST FIT ITEM #78.</b>	Case	48 Per Case	100	No	<input type="checkbox"/>			"On-Line"
80	NEW	<b>Chapin Foaming Sprayer</b> . Acceptable Brand(s): Model # G5502 or Equal.	Each	1 Box	20	No	<input type="checkbox"/>			"On-Line"

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# **BID PROPOSAL FORM – Cont’d**

## **COMPANY INFORMATION**

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COMPANY NAME		Address	
<hr/>		<hr/>	<hr/>
		City	State
			Zip Code
<hr/>		<hr/>	
INSIDE CUSTOMER SERVICE REPRESENTATIVE		( )	
		Telephone Number	
		<hr/>	
		( )	
		Fax Number	
		<hr/>	
		Email Address	
<hr/>		<hr/>	
OUTSIDE SALES REPRESENTATIVE		( )	
		Telephone Number	
		<hr/>	
		( )	
		Fax Number	
		<hr/>	
		Email Address	

**Authorized Service & Repair Facility To Perform Any/All Repairs, Warranty & Non-Warranty Work, Service, Adjustments, Etc. Provide Below:**

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ADDRESS	CITY	STATE	ZIP CODE
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( )	( )		
Telephone Number	Fax Number		

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

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

ADDENDUM NO.	_____	DATED	_____	ADDENDUM NO.	_____	DATED	_____
ADDENDUM NO.	_____	DATED	_____	ADDENDUM NO.	_____	DATED	_____
ADDENDUM NO.	_____	DATED	_____	ADDENDUM NO.	_____	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.

<b>Verified</b>	<b>Description of Submittal</b>	<b>Ref. Page No.</b>
<input type="checkbox"/>	Invitation to Bid Form – <i>Completed &amp; Signed</i>	1
<input type="checkbox"/>	Jessica Lunsford Act Compliance – <i>Initial and Date Bottom of Page</i>	5
<input type="checkbox"/>	E-Verify – <i>Sign and Date Bottom of Page</i>	16
<input type="checkbox"/>	Visa Payments – <i>Initial Appropriate Section</i>	18
<input type="checkbox"/>	Special Instructions – <i>Initial Each Section</i>	17
<input type="checkbox"/>	Product Samples – <i>Provide Samples as Described on the Indicated Pages</i>	17, 19, 21
<input type="checkbox"/>	Conflict of Interest – <i>Complete Appropriate Section</i>	22
<input type="checkbox"/>	Bidders Statement of Principal Place of Business – <i>Complete Appropriate Section</i>	23
<input type="checkbox"/>	List of Customer References – <i>Complete all Four (4) Sections</i>	24
<input type="checkbox"/>	Drug Free Workplace Certification Form (optional) – <i>Signature at Bottom of Page</i>	25
<input type="checkbox"/>	Certificate of Insurance including evidence of workers compensation coverage (See Explanation On Page Referenced) – <i>Initial and Date Bottom of Page</i> <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>	26
<input type="checkbox"/>	Bid Proposal Forms – <i>Complete Pages</i>	27-39
<input type="checkbox"/>	EASI Agreement (Attachment A - 5 Pages) – <i>Review Complete &amp; Sign Page 44</i>	41-45
	<b>Remember To Direct Any/All Bid Questions Using The Public Purchase Website. Utilizing This Site Will Guarantee Questions are documented And Answered Quickly And Promptly Electronically Or Responded To In The Form Of An Addendum</b>	
	<b>Remember To Check The Public Purchase Website For Any Addenda That May Have Been Issued With Regards To This Bid</b> <a href="http://www.publicpurchase.com">www.publicpurchase.com</a>	
	<b>Remember To Include A Valid Email Address Online To Properly Receive Any Notifications From The Public Purchase System &amp; On Invitation To Bid Form. Award Notification Letters Will ONLY Be Posted On Public Purchase.</b>	
	Completed Request for Taxpayer Identification Number and Certification Form W-9 ( <i>New Vendors Doing Business With The School District For The First Time, OR If Your Company Has Had A Change of Address, Name, Etc.</i> ) Please Remember To <b>Upload A W9 To Your Public Purchase Profile After Completing Registration.</b>	

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**

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

## Attachment A

### Electronic Auction Services, INC (“EASI”).

#### SUPPLIER AGREEMENT TERMS AND CONDITIONS

Electronic Auction Services, Inc. (“EASI”) does not verify or validate any buyer information provided or representations made by users on the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge EASI, its employees, agents and partners make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from EASI. You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and EASI is in no way a party to or responsible for the performance of such agreement. Therefore: 1) EASI DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EASI FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY YOUR SIGNATURE BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

READ THIS AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE SIGNING. BY SIGNING, YOU WILL BE PERMITTED TO UTILIZE THE ELECTRONIC AUCTION SERVICES, INC. (“EASI”) INTERNET-BASED STRATEGIC SOURCING SOLUTION (“SOLUTION”) FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ON-LINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. SHOULD YOU CHOOSE NOT TO SIGN AND RETURN THIS AGREEMENT PRIOR TO THE ON-LINE BIDDING EVENT, YOU WILL BE DENIED ACCESS TO THE SOLUTION AND THE BIDDING EVENT.

**1. Utilization.** You are granted a one-time, non-transferable, non-exclusive right to access the Solution through EProcureLive website by the use of a password(s) and/or access code(s) for the purpose of participating in a specific electronic online bid auction event. Any subsequent rights to access the Solution will require you to

accept a new “Supplier Agreement Terms and Conditions”. EASI reserves the right to terminate your access to the Solution or any of its services at any time, if EASI shall determine, in its sole discretion, that you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination, EASI shall notify you immediately.

**2. Responsibilities of the Parties.** Subject to the terms and conditions of this Agreement, EASI will make available to you electronic access and use of the Solution for you to participate in a one-time, online bidding event. EASI will also provide such other assistance in the way of customer support and service as are set forth below. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. EASI shall have no responsibility for ensuring sales of goods or services using the Solution will comply with such laws, ordinances, regulations, or policies. The Supplier, in using the system, has the responsibility for the sale including, but not limited to, the following:

- Accepting the terms and conditions of this agreement as contained in the Bid Package not less than 3 business days in advance of a scheduled event
- Selecting appropriate procurement opportunities to participate
- Preparing and assuring the completeness of any bids, quotes or proposals
- Submitting any bids, quotes or proposals electronically within the buyer established deadlines
- Maintaining with the Buyer, the security and the integrity of the bid procurement process
- Participating in any Pre-bid Conference(s) and telephonic tutorial for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

As a supplier, you also acknowledge that EASI’s responsibilities are, but not limited to, the following:

- Clarifying bidding processes and timelines
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any Pre-bid Conference(s)
- Conducting the electronic bid event and providing help desk support during the event

## Attachment A

### Electronic Auction Services, INC (“EASI”).

### SUPPLIER AGREEMENT TERMS AND CONDITIONS

- Publishing appropriate results to the users and obtaining feedback from participants

**3. Conduit Services Only.** The Solution provides only an Internet conduit through which the following may take place: (a) you may communicate the availability of your goods and services to potential buyers, (b) potential buyers may communicate their procurement needs to you and (c) you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of the Supplier Agreement. EASI makes no representation of any kind concerning the reputation, reliability or any other matter concerning participating buyers. EASI recommends you conduct your own inquiries concerning the qualifications and reputation of buyers, and you must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

**4. Buyer Representations and Warranties.** EASI does not verify the information supplied or representations made by buyers on the Solution and makes no warranty of any kind to you concerning any buyer using the Solution. EASI recommends you look solely to the buyer with respect to any buyer-related information representations and warranties.

**5. Coded Access.** Participation in the online bid event is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. EASI is not responsible for such unauthorized use of the Solution.

**6. Availability and Operation of the Solution.** While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and that neither you nor your business will have any claim against EASI as a result of any non-availability of the Solution at a particular time or times or any failure of the Solution to operate as intended.

**7. Sole Remedy.** If you are dissatisfied with the functionality of this Solution or the services EASI provides, your sole remedy is to cease using the Solution. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST EASI RELATED TO YOUR USE OF THE SOLUTION.

**8. Virus.** You hereby agree EASI will not be liable for any harm that may be caused by the inadvertent or deliberate transmission of any malicious computer software, or such other computer program transmitted through its website from a third party.

**9. Information You Provide.** You agree any information you provide about yourself or your agents when registering to use the Solution is accurate, current and complete and you will maintain and update that information to ensure that it

remains as such. If EASI suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your business will indemnify EASI against such claim or liability including costs and attorney’s fees incurred in defending against it.

**10. Security.** EASI uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents have the responsibility to manage your internal security by safeguarding passwords and establishing your own internal security procedures, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you agree to immediately report the same to EASI and a new password will be assigned for your use. EASI does not and cannot guarantee that information will remain secure.

**11. Fees.** The design, maintenance and operation of the Solution requires substantial costs and investment by EASI. Thus, a transaction fee (Transaction Fee) based on the total final purchase price stated upon award will be charged to the awarded supplier. The transaction fee for specific products and services for each event shall be owed by you and your company upon the execution of each awarded sale resulting from your submission of any request for quotations through this Solution. You hereby acknowledge that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, you are obligated to pay the Transaction Fee to EASI if you are the awarded supplier. Said Fee will be assessed to the awarded supplier as follows.

**Awarded Supplier Reporting and Payment Terms and Conditions:** The Awarded Supplier will be responsible to pay the Transaction Fee of 3% to EASI for all payments received from the Buyer, any of its political subdivisions or any other entity (the “Buying Agent”) resulting from this bidding event or subsequent contract.

Upon notification of award from the Buyer, the Awarded Supplier is required to provide ACH account payment information (“Preferred Transaction Fee Payment Method”) to EASI. EASI will charge the Awarded Supplier via the Preferred Transaction Fee Payment Method based on the terms below:

**One-Time Purchase Contracts:** Upon receipt of a Buying Agent purchase order (the “Purchase Order”) for a One-Time Purchase, Awarded Supplier is required to upload into the Solution a copy of the Purchase Order and submit Purchase Order details including descriptions, quantities, dollar amounts and estimated delivery dates of the anticipated purchased items (the “Purchased Items”). Fifty percent (50%) of the Transaction Fee will be charged to your Preferred Transaction Fee Payment Method fifteen (15) days of the issuance of a Purchase

## Attachment A

### Electronic Auction Services, INC (“EASI”).

#### SUPPLIER AGREEMENT TERMS AND CONDITIONS

Order, with the remaining fifty percent (50%) charged within fifteen (15) days of delivery of the Purchased Items. If the total Payments exceed the Purchase Order amount then an incremental Transaction Fee will be charged within fifteen (15) days of receipt of any Payment.

**Term Purchases:** For Term or ongoing purchases, Awarded Supplier is required to enter into the Solution all Buying Agent payments received (the “Payment” or “Payments”) and details of the items, quantities and prices associated with those Payment(s) received within ten (10) days of the end of each month. If Awarded Supplier fails to enter Buying Agent payment information by the 10th of the month EASI will charge to Supplier’s Preferred Transaction Fee Payment Method an amount equal to one month of the overall contract value estimated by the Buying Agent times the Transaction Fee percentage. The Transaction Fee will be charged to your Preferred Transaction Fee Payment Method on the fifteenth of each month.

**Audit Right:** the Buying Agent and EASI reserve the right to audit the accuracy of the Transaction Fees. Audits shall be conducted during regular business hours, upon not less than fifteen (15) business day’s prior written notice, and in such a manner as not to unreasonably interfere with the Awarded Supplier’s normal business activities. Transaction Fees will be due immediately for any errors or omissions disclosed by any such audit. If, as a result of any such audit, Transaction Fees are determined to have been underpaid by more than five percent (5%) for the period audited, Awarded Supplier shall pay for the costs of such audit.

**12. Disclosures.** You acknowledge by using the Solution, you agree to provide EASI accurate and complete information regarding (a) any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution; (b) the final price agreed upon between you and the participating buyer with respect to the product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through or as a result of any online bidding event conducted through the Solution. You understand and acknowledge you are to provide this information to EASI immediately upon becoming aware of such information and EASI relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

You acknowledge and agree the buyers conducting online bidding events through the Solution may be governmental or quasi-governmental entities, and that, prior to entering into any binding agreement with you for the purchase of any product or service, such buyers may be required to comply with numerous state and local laws, regulations and ordinances with respect to the procurement of goods and services by governmental entities. You acknowledge and agree such compliance by participating buyers may involve public notice, public hearings, counsel meetings, and other lengthy processes.

**13. Privacy Policy.** You hereby acknowledge EASI has the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. EASI reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable or in violation of this Agreement.

The information we receive depends on what you do when visiting the Solution. If you visit the Solution to read or download information, we collect and store only the following information about you: the name of the domain and host through which you access the Internet (for example, aol.com if you are connecting from an America Online account), and the date and time you access the Solution. We use this information to measure the number of visitors to different sections of the Solution, so that we can make the Solution more useful to our visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, company name, mailing address, email address).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. You agree not to hold EASI responsible for any loss or damage of any sort incurred as a result of any such disclosure to another user through the Solution. We do not control the collection or use of this information, and make no representations about the privacy policies of other sites.

**14. Reselling or Transfer.** You agree not to resell or transfer your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other company or unauthorized person.

**15. Access to Internet.** You agree that in order to use the Solution you must: (a) provide your own access to the Internet, and (b) provide all equipment necessary for you to make the connection to the Internet. EASI is not responsible for the speed, reliability and/or quality of your connectivity to the Internet.

**16. Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party’s use of such services.

**17. Links to Other Sites.** This Solution may link you to other sites on the Internet. These links are provided for your convenience but the sites to which the links connect are not under EASI’s control. You understand and agree that the linking of the system to other sites does not mean that these sites are endorsed by EASI, and EASI is not responsible for the legality, accuracy or any other aspect of the operation or content of any sites to which links are provided.

## Attachment A

### Electronic Auction Services, INC (“EASI”).

#### SUPPLIER AGREEMENT TERMS AND CONDITIONS

**18. Copyright – How you May Use the Content of the Solution.** The content of this Solution (the “Content”) is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies that you make of the material must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. This material is not for republication, except as authorized in this paragraph. You are not being granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by EASI and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of EASI, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of your transactions using the Solution.

**19. Framed Links.** You may not create framed links to the Solution without express written permission from EASI.

**20. Modification.** EASI, in its sole discretion, has the right to modify this Agreement at any time. Any modification is effective upon either posting notice of such modification on EASI’s website or upon notice by certified mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.

**21. Non-Circumvention.** You agree you will not, directly or indirectly, take any action with the Buyer or any other Suppliers involved in this specific event which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once (1) you have agreed to the terms and conditions contained herein and 2) electronically viewed or received a specific request for quotations from a buyer through the Solution, you will not, directly or indirectly, enter into any agreement related to such specific request for quotations with such buyer outside the Solution or in any manner such as paper or verbal bids which would result in your failure to pay to EASI the fee set out in Section 11 hereof. You agree to maintain confidentiality between the Buyer, your company and its representatives and EASI regarding the submission of quotations and subsequent pricing before and during the auction event.

**22. Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to or application of its conflict of laws principles.

**23. Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.

**24. Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.

**25. No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.

**26. Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

YOUR SIGNATURE BELOW IS YOUR ACKNOWLEDGEMENT THAT YOU HAVE READ AND FULLY UNDERSTAND THE FOREGOING AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS IN THEIR ENTIRETY.

❖ *I understand that if “I Do Not Accept” the terms listed in this Agreement or if I do not respond to this Agreement, EASI cannot allow me or my company to participate in the online bid.*

I accept the terms listed in this agreement as well as Appendix A

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Attachment A**  
**Electronic Auction Services, INC (“EASI”).**  
**SUPPLIER AGREEMENT TERMS AND CONDITIONS**

## Appendix A

Please Review the following rules for participating in an Online Electronic Bid Event:

- I understand the bid configuration parameters as they are displayed in the section above, entitled, “Online Electronic Bid Event Configuration.”
- I acknowledge that I have received and fully understand the training and I am capable of bidding in the online event. If someone else is designated by me to bid in this event, I take responsibility for that bidder’s capabilities, will notify EASI, and I acknowledge that this Agreement will apply to the designated bidder.
- I understand that I should not attempt to troubleshoot any technical problems on my own, especially problems I am experiencing in the bid event and that I should call EASI IMMEDIATELY at 330-931-4687.
- I understand that if I encounter any difficulties in placing a bid that I am to contact EASI via phone immediately and that, if necessary, EASI will assist me in placing a bid. I understand that adequate time must be provided to EASI to assist me and agree that EASI is not liable if I am unable to place a bid for any reason before the online bid closes.
- I understand that the official bid clock is maintained by EASI’s server and due to Internet connection speeds the bid clock on my computer may vary. For this reason, it is important that I submit my bid with ample time remaining in the bid event to prevent late bids from being rejected due to the lag in connection speeds and clock times. Ultimately, EASI’s server is the bid clock and by following instructions in this document, I will minimize the possibility that my intended bid will not be accepted.
- I understand that in some cases, an electronic bid might be re-opened if technical issues prevented a bidder or bidders from placing bids and those issues were brought to EASI’s attention immediately. I acknowledge that a re-opening decision will be at the discretion of EASI and the Buyer. Due to the possibility of a re-opening, I understand that I should remain logged on and attentive to the EASI Auctions site until a broadcast message announces the bid has officially closed.
- I understand that EASI is under no obligation to re-open a bid for a bidder to place a bid for any reason, particularly if a bidder does not contact EASI immediately after attempting to place a rejected bid.
- I understand that the Buyer has the right to reject any and all bids and that possessing the low bid does not necessarily guarantee that the low bidder will be awarded.
- I understand that I should review all Bid Package files/documents uploaded to the Bid Manager Event or provided by the Bid Manager
- I understand that if I do not place a test bid in the training electronic bid (using the same machine I will use for the live auction), EASI will not provide assistance, including placing bids on my behalf (proxy bidding) should I experience technical problems before or during the auction.
- I understand that EASI recommends I make the following precautions to avoid any technical issues during the Electronic Bid Event:
  - I should arrange for another computer to act as a backup in case something happens to my computer during the auction. I should log into <http://ra.eprocurelive.com> prior to the live auction and place test bids in the training auction using this backup computer to make sure it will function properly in case it needs to be used as a backup during the bid event.
  - I should make sure no other programs are running during the auction to prevent my computer from running slowly and not getting my bid submitted in time.
- I understand that important changes to the configuration of the Electronic Bid Event or terms of the bid may be made after this communication is sent and that I must review all Bid Manager messages, emails, calls, and bid notices on site broadcast messages sent from EASI and the Buyer carefully and diligently.