

School Board

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**BUSINESS DIVISION
REQUEST FOR PROPOSAL**

DATE: March 18, 2008

RFP DUE DATE: April 16, 2008
RFP DUE TIME: 2:00 pm
PROPOSAL DELIVERY LOCATION: Procurement Department
901 E. Kennedy Boulevard, 3rd Floor
Tampa, Florida 33602
RFP TITLE: Intercom Maintenance and Repairs for Generic Non-Proprietary Systems
RFP NUMBER: 8030-MST
(RFP NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE)
DIRECT ALL INQUIRES TO: Henry R. Morbach, CPPO, C.P.M.
Procurement Officer
(813) 272-4329
hank.morbach@sdhc.k12.fl.us

NOTICE TO ALL INTERESTED PARTIES: A Mandatory Pre-Proposal Conference will be held on March 27, 2008, at 8:30 pm at the C&E Department at 4805 East Dr. Martin Luther King Blvd to discuss objectives and answer questions relating to this RFP. **Contractors submitting proposals in response to this RFP must be present and on time. Proposals will not be accepted from Contractors who are not in attendance or who arrive after beginning of the discussion of the Scope section.**

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

The School District of Hillsborough County reserves the right to retain all proposals for a period of 120 days and to reject any and all proposals and to waive any informalities and/or irregularities thereof.
SCHOOL DISTRICT OF HILLSBOROUGH COUNTY

Jean R. Bowman
General Manager, Procurement

SCHOOL DISTRICT OF HILLSBOROUGH DISTRICT, FLORIDA

REQUEST FOR PROPOSAL

RFP NO. 8030-MST

Intercom Maintenance and Repairs for Generic Non-Proprietary Systems

Sealed proposals to establish a contract for Intercom Maintenance and Repairs for Generic Non-Proprietary Systems will be received by the School District of Hillsborough County, Florida, in the office of the General Manager, Procurement, third floor, Raymond O. Shelton School Administrative Center, 901 East Kennedy Boulevard, Tampa, Florida until 2:00 pm, Wednesday April 16, 2008. (The mailing address is P.O. Box 3408, Tampa, Florida 33601; however, if you are mailing your proposal using an overnight carrier please be sure to use our street address, 901 East Kennedy Boulevard, Tampa, Florida 33602).

Please note that receipt of proposal means **DELIVERED AND DATE/TIME STAMPED RECEIVED IN THE PROCUREMENT OFFICE**. Proposals delivered to the building, but not delivered to the Procurement Office and date/time stamped as received, will not be considered as received for the purpose of this solicitation process. Proposals must be delivered in a **SEALED** package with the RFP name, RFP number, and opening date/time clearly marked on the outside of the package. (See Instructions to Proposer, paragraph number 4.7).

Notice to Proposers: This building is a “controlled access” building and all visitors will be required to obtain a visitor’s pass, photo ID required, before entering the building.

You are cautioned to write all descriptions and prices in a legible manner so that there will be no doubt as to the intent and scope of your proposal. No oral, telegraphic (facsimile/scanner), or telephone proposals or modifications to proposals will be accepted.

Proposals will not be accepted or considered after the above specified time and date.

TABLE OF CONTENTS

1	OVERVIEW.....	4
2	EVALUATION OF PROPOSALS	4
3	PROPOSAL SUBMISSION FORMAT AND INFORMATION THAT MUST BE SUBMITTED	7
4	INSTRUCTIONS TO PROPOSER.....	9
5	GENERAL TERMS AND CONDITIONS.....	12
6	SPECIAL PROVISIONS.....	17
7	SCOPE OF SERVICES.....	20
8	ADDENDA FORM	20
9	DISPUTE RESOLUTION CLAUSE.....	25
10	FAIR LABOR STANDARDS ACT - "HOT GOODS":	26
11	PUBLIC ENTITY CRIMES:	26
12	FEDERAL DEBARMENT CERTIFICATION:	26
13	DRUG-FREE WORKPLACE CERTIFICATION	27
14	REFERENCES	28

1 OVERVIEW

- 1.1 Purpose: The School District of Hillsborough County, Florida, hereafter referred to as the District or SDHC, is seeking a Contractor with experience in the maintenance and repair of school intercom equipment. The award will be to the most qualified provider as determined by an evaluation committee. The final award will be based on School Board approval.
- 1.2 The award will be to the most qualified Proposer(s) as determined by an evaluation committee. The final award will be based on School Board approval.
- 1.3 **District Profile:** The SDHC is the 8th largest school district in the country and 3rd largest in Florida, serving over 192,000 students. School population has been increasing by an average of 6,000 students per year for the past decade. Future growth trends are being analyzed. There are currently about 23,600 full-time employees.

With a total population of 1,115,960 persons, Hillsborough County, Florida is the nation's 37th largest county. Over the 1994–2003 period, the District's growth rate exceeded 23,689 persons on an annual net basis.

2 EVALUATION OF PROPOSALS

- 2.1 The District expects to consider responses from Proposers who meet the following minimum standards:
 - 2.1.1 The willingness to configure the program to meet the requirements of the District.
 - 2.1.2 The Proposer's ability to integrate all of the requested criteria.
 - 2.1.3 Documented successful experience in the provision of the scope of services contained herein for clients of similar scope and size.
 - 2.1.4 Contact person(s) readily available to service the SDHC on a day-to-day basis. The District reserves the right to approve the contact person(s).
 - 2.1.5 Meets the requirements as outlined in Section 6.3 "Minimum Qualifications/Experience".
 - 2.1.6 Able to complete the expected contract term in full compliance with this RFP.
- 2.2 The following factors will be considered when evaluating proposals:
 - 2.2.1 Proposer's capability to provide the products and services:
 - 2.2.1.1 Background of the Proposer and subcontractor(s) including professional qualifications and experience of each of the team members and their qualifications. References (Weight =10)
 - 2.2.1.2 Invoicing flexibility. (Weight = 10)
 - 2.2.1.3 Capability of Proposer's network to meet district requirements. (Weight = 10)
 - 2.2.1.4 Utilization of Small Businesses as described in Section 3.7. (Weight = 5)
 - 2.2.1.5 Demonstrated commitment to quality as described in Section 3.8. (Weight =15)
 - 2.2.2 Cost Effectiveness of Service and Equipment (Weight = 50).
- 2.3 The award will be made to the Proposer(s) submitting the proposal that best meets the District's specifications and requirements.

- 2.4 The SDHC intends to have a committee review the proposals and make a recommendation to the School Board on a Proposer or Proposers to provide Intercom Maintenance and Repairs for Generic Non-Proprietary Systems.
- 2.5 Selection Criteria: This procurement will comply with applicable District Policies, State Board Rules, and Florida Statutes. The selection of a service Awardee(s) may be made without discussion with Proposer(s) after proposals are received. Therefore, proposals should be submitted complete with all pertinent information.
- 2.5.1 Oral presentations and negotiations may be conducted with the highest rated Proposer(s). If an agreement is not reached, negotiations will be terminated. Then, the same process may be conducted with the next highest rated Proposer(s). If agreement is not reached, negotiations will be terminated. This process will continue until an appropriate arrangement has been agreed upon or all desirable Proposers have been rejected. No Proposer shall have any rights against the SDHC arising from such negotiations.
- 2.5.2 There will be no interim briefing regarding the status of a particular proposal until evaluation of all proposals is complete.
- 2.6 **Time Schedule:**

Thursday March 27, 2008 8:30 am	Pre-Proposal Conference (Section 4.8)
March 28, 2008	Last Day to Request Additional Information or Clarification
April 16, 2008	Proposal Due Date
April 17, 2008	Distribution of Proposals to Committee
April 18-21, 2008	Committee Review of Proposals
April 23, 2008	Phase I Committee Meeting 8:00 am
TBD	Phase II Committee Meeting & Presentation by Proposer(s) 8:30 am – 4:30 pm, if necessary – Location To Be Determined.
TBD	Committee Recommendation of Rankings
TBD	Award by School Board

3 PROPOSAL SUBMISSION FORMAT AND INFORMATION TO BE SUBMITTED

In order to maintain comparability and consistency in review and evaluation of responses, all proposals shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Please submit one (1) original along with five (5) exact duplicates (one (1) unbound copy) for a total of six (6) proposals. Proposals not meeting the requirements below may be determined to be non-responsive, non-responsive proposals will receive no further consideration.

- 3.1 **Table of Contents:** Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.
- 3.2 **Tab 1 - Cover Letter:** Provide a cover letter indicating your company's understanding of the requirements/scope of services of this specific proposal. The letter must be a brief formal letter from the Proposer that provides information regarding the company's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the Proposer's organization to perform the services included in the proposal must sign the letter. Please provide a list of all persons authorized to give presentations. Please provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses. Include the following signed forms:
 - 3.2.1 Proposal Form
 - 3.2.2 Dispute Resolution Clause
 - 3.2.3 Fair Labor Standards Act - "Hot Goods"
 - 3.2.4 Public Entity Crimes
 - 3.2.5 Federal Debarment Certification
 - 3.2.6 Drug Free Workplace
 - 3.2.7 Insurance Certificate

In this section, clearly demonstrate your Proposer's familiarity with Intercom Maintenance and Repairs for Generic Non-Proprietary Systems.

- 3.3 **Tab 2 – Qualifications:** Summarize the qualifications of the Proposer. Where the project team includes sub-contractors or sub-consultants, qualifications of the proposed sub-contractors or sub-consultants shall also be provided. Past working relationships on similar projects should be indicated. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of the SDHC contract.
- 3.4 **Tab 3 – References:** See Section 6, Item 6.4. Please provide three (3) governmental references. Include name of customer, address, contact name, telephone numbers (including facsimile number), and email address. Please include only references within the previous thirty-six (36) months. The District may contact these references during the evaluation process.

Each Proposer should include under this tab, in tabular form, summary information for all contracts of similar size and scope performed by the Proposer, or team, within the past five (5) years. Information provided for each job shall include:

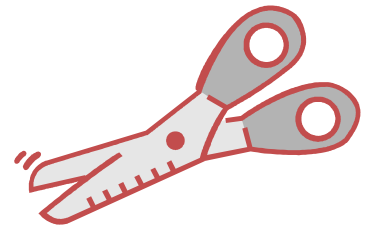
- 3.4.1 Contract/Project name/Description
- 3.4.2 Agency/department/office for which performed
- 3.4.3 Dates of the contract

- 3.4.4 Owner's contract/project manager or other representative
- 3.4.5 Consultant's role and level of involvement
- 3.4.6 Contact person
- 3.4.7 Dollar value of the contract

The District reserves the right to contact any and all references and to obtain, without limitation, information on the Proposer's performance on the listed jobs.

- 3.5 **Tab 4 - Scope of Services:** The Proposer must acknowledge agreement with the specific requirements of the items in Section 7 and provide reports or samples if requested. Indicate any exceptions to the scope of services of the RFP or alternatives for the District to consider. Summarize your approach and understanding of the services and any special considerations of which the District should be aware. Provide a comprehensive implementation plan.
- 3.6 **Tab 5 – Pricing:** Complete Section 15, Proposal Form.
- 3.7 **Tab 6 – Small Business Participation:** The SDHC expects participation of small business enterprises in the provision of goods, services, and construction. If third-party agreements are necessary for the Awardee(s) to complete this contract, the District recommends using a certified small business.

Indicate your status as a small business, or provide your plan to incorporate small businesses in the project. Provide evidence (copies) of any certifications. An on-line directory of all certified small and minority-owned business enterprises accepted by SDHC can be received by visiting the Office of Supplier Diversity (OSD) website at <http://apps.sdhc.k12.fl.us/sdhc2/mbe/>.
 - 3.7.1 Explain how your company will support the District's Small Business Encouragement Program, including the development and transmittal of quarterly progress report data to the District's Quarterly Review Committee and the Office of Supplier Diversity.
- 3.8 **Tab 7 – Customer Support Services:** Explain your company's policy regarding quality assurance/quality control.
- 3.9 **Tab 8 – Appendices:** The content of this tab is left to the Proposer's discretion. However, the Proposer should limit materials included here to those that will be helpful to the District in understanding the services provided for this specific contract.
- 3.10 **Submission Requirements:** Proposal envelopes shall be sealed and identified as specified below:



RFP NO. 8030-MST

**Intercom Maintenance and Repairs for
Generic Non-Proprietary Systems**

TO BE OPENED

2:00 pm. Wednesday, April 16, 2008

AND ADDRESSED TO

**School District of Hillsborough County
Procurement Department
901 East Kennedy Boulevard
Tampa, Florida 33602**

4 INSTRUCTIONS TO PROPOSER

- 4.1 All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.
- 4.2 Upon award recommendation or ten (10) days after opening, whichever is earlier, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law, in their response to the RFP, by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The District reserves the right to make any final determination of the applicability of the Public Records Law.
- 4.3 In order to conduct business under this proposal, the SDHC requires that the Proposer(s) have a current vendor application on file. Failure to comply with this condition may cause the Proposer(s) to not be awarded any business with the SDHC.

Those interested in responding to this RFP, or any District procurement opportunity, must log on to VendorBid (<http://www.vendorbid.net/hillsborough>) and select "Current Bids". Search for the bid referenced in the notification and view the document(s). If you are interested in submitting a response (bid, proposal, quote, etc.), and receiving updates (Addendum, Recommendation, Award Notification) you must select "Participate" to continue receiving notifications/updates for the solicitation.

- 4.4 Any Proposer in doubt as to the true meaning of any part of this RFP or related documents may submit a written request for clarification to the Intercom Maintenance and Repairs for Generic Non-Proprietary Systems, at the address or facsimile number indicated below (Section 4.4.3), by 4:45 PM, March 28, 2008. Any interpretation to a Proposer shall be made only by addendum duly issued. All Addenda will be posted and disseminated by VendorBid (<http://www.vendorbid.net/hillsborough>).
 - 4.4.1 The request must contain the Proposer's name, address, telephone number, and facsimile number. Electronic facsimile will be accepted at (813) 272-4390. Facsimiles must have a cover sheet, which includes at a minimum the Proposer's name, address, number of pages transmitted, telephone number, and facsimile number.
 - 4.4.2 Prior to submitting the proposal, it shall be the sole responsibility of each Proposer to determine if addenda were issued and, if so, to download such addenda from VendorBid for attachment to the proposal.
 - 4.4.3 After thoroughly reading this RFP, Proposers may direct questions, in writing, only to:
ATTN: Procurement Department
School District of Hillsborough County
Post Office Box 3408
Tampa, FL 33601-3408 -or-
Facsimile: (813) 272-4390

- 4.5 The SDHC will issue responses to inquires and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.
- 4.6 Five (5) copies (one copy shall be unbound) plus the original, for a total of six (6) proposals, are to be submitted in sealed envelopes (use the label provided in section 3.10), which bear the name, address, and telephone number of the Proposer.
- 4.7 The School District will receive sealed proposals until the date and time indicated on this proposal cover. Proposals must be delivered to the Procurement Office at the stated address and will be recorded at the stated date/time. Proposals must be delivered in sealed envelopes, clearly marked on the outside as to: proposal name, proposal number, and opening date. Proposals received in unidentifiable envelopes are sent at the Proposer's risk. Proposals received after the date/time indicated on the proposal cover will be date/time stamped received and returned to the Proposer. It will be the Proposer's responsibility to get the proposal to the correct location and on time. Please note that the official clock, for the purpose of receiving proposals, is located in the Procurement Department.
- 4.8 A Mandatory Pre-Proposal Conference will be held on March 27, 2008, at 8:30 am at the C&E Department at 4805 East Dr. Martin Luther King Blvd to discuss objectives and answer questions relating to this RFP. Contractors submitting proposals in response to this RFP must be present and on time. Proposals will not be accepted from Contractors who are not in attendance or who arrive after beginning of the discussion of the Scope section.
- 4.9 **Purchase Order:** The award of the proposal shall not constitute an order. Before any shipments are made, Proposer must receive a purchase order. Shipments shall be made as specified on the purchase order, conforming to the proposal form, specifications, and general instructions.
- 4.10 **Tie Proposal:** In the event of "tie" proposals, awards will be decided in the following descending order until the "tie" proposal has been resolved:
- business that certifies that it has implemented a drug-free workplace in accordance with the provision of Florida Statue 287.087;
 - board-certified or verified small business vendor;
 - small/minority/women-owned business certified by a governmental entity in Hillsborough County;
 - small/minority/women-owned business certified by a governmental entity in the Tampa Bay area;
 - Florida certified small/minority/women owned business;
 - business located in Hillsborough County, Florida;
 - business receiving the larger dollar award on other items within the bid;
 - business located in Florida;
 - flip of a coin.

- 4.11 Recommended awards will be posted for review by interested parties at the School District of Hillsborough County, Procurement Department, 901 East Kennedy Boulevard, 3rd Floor, Tampa, Florida 33602 and are posted to the VendorBid website. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. RFP tabulations, recommendations, or notices will not be automatically mailed.
- 4.12 An officer of the company who is legally authorized to enter into a contractual relationship in the name of the Proposer must sign the proposal.

5 GENERAL TERMS AND CONDITIONS

- 5.1 The SDHC may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in the proposals received as a result of this RFP. The SDHC also reserves the right to request clarification of information from any Proposer.
- 5.2 All expenses involved with the preparation and submission of proposals to the SDHC, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received, any other effort required of or made, or expenses incurred by the Proposer.
- 5.3 The SDHC may require the Proposer to give oral presentations in support of their proposal or to exhibit capabilities to support their proposal. Proposers will be notified of the date(s) and time(s) of any such oral presentations, if needed.
- 5.4 The District has implemented a Purchasing Card Program to streamline our procurement process.
 - 5.4.1 By making purchases with the Visa Purchasing Card, we can more effectively control our procurement activities and achieve a significant cost savings over our current paper purchasing/payment system. Our Awardees also achieve cost saving results by accepting our Purchasing Card.
 - 5.4.2 We encourage your acceptance of the Visa Purchasing Card so that you may enjoy the advantages of our Purchasing Card Program. Payments made to the Awardee(s) will quite possibly be by a Visa Purchasing Card.
- 5.5 This RFP and the related responses of the selected Proposer(s) will constitute the basis of the formal contract between the Proposer(s) and the SDHC. No modification of this RFP, except by addendum issued by the SDHC, shall be binding on the SDHC.
- 5.6 It is understood and agreed between the parties hereto that the District shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this RFP. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this RFP, the District shall immediately notify Awardee(s) of such occurrence and this RFP shall terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to the District of any kind whatsoever.
- 5.7 The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of the School District. Further, all Proposers must disclose the name of any SDHC employee who owns directly, or indirectly, an interest of five percent (5%) or more in the Proposer or any of its branches/subsidiaries.
- 5.8 Proposers, their agents, and/or associates are subject to the provisions of the Florida Sunshine Law, Florida Statute 286.011.
- 5.9 There shall be no discrimination permitted by any party under this engagement as to race, sex, color, creed, national origin, or handicap.
- 5.10 The General Manager of Procurement may terminate this contract in whole or in part when it is in the best interest of the SDHC. Notification of termination must be in writing and issued by the General Manager of Procurement or designee.

GENERAL TERMS AND CONDITIONS

- 5.11 Should any Proposer fail to enter into a contract with the SDHC, on the basis of the submitted proposal by said Proposer, the Proposer acknowledges that Proposer shall be liable to the District for any lost revenue.
- 5.12 Venue for any and all legal action regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Hillsborough County, State of Florida. The laws of the State of Florida shall govern this transaction. The Proposer(s) or Awardee(s) agree that any and all notices, pleadings, and processes may be made by serving two (2) copies of the same upon the Secretary of State, State Capitol, Tallahassee, Florida, and by mailing, by return mail, an additional copy of the same to the Proposer(s) or Awardee(s) at the address shown herein. That said, service shall be considered as valid personal service and judgment may be taken if, within the time prescribed by Florida Law or Rules of Civil Procedure, Appearance, Pleading, an answer is not made.
- 5.13 The contract terms and conditions stipulated in this RFP are those desired by the SDHC and preference will be given to those proposals in full or substantial compliance therewith. However, after allowance for any deviations, all proposals will be considered. Proposers are cautioned that restrictive deviations from the desired program must be clearly stated in the proposal response.
- 5.14 With the consent and agreement of the Awardee(s), purchases may be made under this proposal by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. It is hereby made a part of this RFP that the submission of any proposal, in response to this advertised request, shall constitute a proposal made under the same conditions, for the same contract price, and for the same effective period as this proposal to all public entities in Hillsborough County if they so request.
- 5.15 No Proposer may withdraw their submittal for a period of one hundred twenty (120) days after the date of opening.
- 5.16 All accounting and invoicing correspondence must reference the SDHC purchase order number. Invoicing for rental equipment or "tools of trade" will not be allowed. Rental equipment for special circumstances must be pre-approved by the SDHC. Invoices and requests for payment must be accompanied by detailed cost sheets for each project denoting equipment, labor, disposal fees, etc. These items must be received by the SDHC consultant/representative at least ten (10) working days before the deadline for submission of Awardee's request for payment dates.
- 5.17 The Awardee(s) shall have, prior to performance, a certificate of insurance showing:
- | | |
|-----------|---------------------|
| Liability | \$1,000,000 minimum |
| Property | \$1,000,000 minimum |
- Or \$5,000,000 combined single limit (CSL) in lieu of above
- For all awarded contracts, the School District of Hillsborough County must be listed as additional insured on the certificate. Certificates with the valid endorsement shall be provided to the General Manager of Procurement within two (2) weeks of the contract award.
- 5.18 The Awardee(s) shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one hundred thousand dollars (\$100,000) per claimant, one million dollars (\$1,000,000) per occurrence, or five million dollars (\$5,000,000) combined single limit (CSL).
- For all awarded contracts, the School District of Hillsborough County must be listed as additional insured on the certificate.

GENERAL TERMS AND CONDITIONS

- 5.19 The Awardee(s) shall take out and maintain, during the life of this contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is sublet, the Awardee(s) shall require the sub-contractors similarly to provide Workers' Compensation Insurance as required by FS 440 for all the latter's employees, unless such employees are covered by the protection of the Awardee(s). Awardee(s) also agree to supply evidence of such coverage with the submission of this proposal. Awardee(s) agree to indemnify and hold harmless schools and facilities from and against any and all liability, which may arise out of the performance of this agreement unless such liability shall be a direct or proximate result of the negligence of the School District, its agents, or employees.
- 5.20 After notification of award, the Awardee(s) shall indemnify and hold harmless the School District as specified in Florida Statutes Section 725.06. Nothing in the award, resulting agreement, contract, or purchase order shall be deemed to affect the rights, privileges and immunities of the School District as set forth in Florida Statutes.
- 5.21 All information submitted in response to this request shall be submitted in compliance with Florida Statutes Chapter 119.07 Public Records and 812-081 Trade Secrets. All information submitted as "Trade Secret" shall be submitted in a separate envelope and so labeled. If challenged, the Proposer who submits the "Trade Secret" information shall bear all costs associated with defending their position.
- 5.22 The District Safety Office will monitor and enforce compliance by all Awardees and sub-contractors that provide services and/or products to the District.
- 5.22.1 It is the intent of the District that all Awardees and sub-contractors supplying services and/or products shall at no time cause unsafe conditions or acts that could have any impact on the safety and health of students, employees, or visitors to District operations. The Awardee(s) may be required to supply a written copy of their Safety Program/Manual for review after contract award. Periodic review of the Awardee's safety manual and operations may be conducted. All Awardees and their employees, including sub-contractors, performing work under the terms of this contract will follow the best safe working practices at all times, as well as comply with all Federal, State, Local, and District safety policies and procedures. This includes the operation of vehicles and equipment on District owned property. Any accidents, injuries, or incidents occurring on District property shall be immediately reported to the District Safety Office.
- 5.22.2 In compliance with Chapter 442, Florida Statutes, any item delivered or used when providing services under this contract must have a published Material Safety Data Sheet (MSDS). Each MSDS must be in English (Spanish may be required by the District) and include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. Information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health affects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC or OSHA; emergency first aid procedures; and the identification of the organization responsible for preparing the MSDS.
- 5.22.3 The Awardee(s) performing work for the District is responsible to provide written notification and Material Safety Data Sheets (MSDS) to the District Safety Office for any hazardous material that may be used. The District defines Hazardous Material as "any material or substance for which there is sufficient data to indicate a reasonable risk to physical and/or environmental health". These substances are classified as poisonous, toxic, corrosive and flammable, explosive, radioactive, or otherwise have any warning on the product label.

GENERAL TERMS AND CONDITIONS

- 5.22.3.1 The District Safety Office must approve all hazardous materials used by the Awardee(s) prior to use.
 - 5.22.3.2 All requests for approval of product shall be directed to the District Safety Office at 4224 West Crest Avenue, Tampa, FL 33614. Telephone (813) 872-5263, Facsimile (813)356-1471.
 - 5.22.3.3 Current, legible copies of Material Safety Data Sheets (MSDS) will be used to evaluate all products. This information must be provided at least five (5) working days prior to use and must include the Awardee's safety plan (precautions needed by the Awardee's employees).
 - 5.22.3.4 After review by the District Safety Office, the Awardee(s) of the MSDS will be provided a copy of the MSDS stamped approved, with or without additional restrictions, or disapproved.
 - 5.22.3.5 The Awardee(s) using the product must follow any identified restrictions and must maintain a copy of the approved MSDS at the job location.
 - 5.22.3.6 Any product used in the District shall be used in accordance with the manufacturer's instructions and applicable District Policies.
 - 5.22.3.7 Certain products will not be authorized for use in the District in order to prevent any incidence of exposure to students or employees. Further, stringent restrictions may be applied to the use of certain products to reduce or eliminate the incidence of exposure.
 - 5.22.3.8 Products approved for use by District employees does not constitute an automatic approval for use by Awardee(s). All products used by Awardees must be specifically approved for each job within the District.
 - 5.22.3.9 District employees will not use products approved for use by Awardees unless a specific approved MSDS has been provided to the supervisor and/or is maintained in the worksite MSDS Book.
 - 5.22.3.10 Use of Hazardous Materials at sites where no students or District employees are assigned does not have to be approved provided the materials are not within 250 feet of sites with students or employees. All Federal, State, and Local regulations shall apply.
 - 5.22.3.11 Awardees are responsible to remove all products used on projects immediately upon completion. Products left for District use will be listed on a manifest indicating type of container, amount, and the location of the product. The District employee that originated the service or contract shall sign the manifest and send to the District Safety Office.
- 5.22.4 The Awardee(s) and their employees, including sub-contractors, performing work under the terms of this contract will follow the best environmental working practices at all times. The Awardee(s) shall not cause any unsafe conditions or acts that could have an impact on the safety and health of students, employees, or visitors to District operations, as well as comply with all Federal, State, Local, and District environmental policies and procedures. The Awardee(s) may be required to supply a written copy of their Environmental Program/Manual for review after contract award. Periodic review of the Awardee's environmental manual and operations may be conducted. Awardees and sub-contractors will be responsible for removal and clean up of all contamination (or potential

GENERAL TERMS AND CONDITIONS

contamination) when it occurs or is identified by the District Safety Office. All incidents shall be immediately reported to the District Safety Office.

5.22.4.1 Hazard Notification-Asbestos Containing Materials (ACM) and Lead Based Paint (LBP).

5.22.4.2 ACM and LBP are present in many District buildings. The presence of ACM and LBP does not necessarily mean that a hazard exists; however, a hazard may be created when ACM and LBP are disturbed. It is the responsibility of the Awardee(s) or subcontractor to contact the District Safety Office before commencing any work that may disturb any ACM or LBP at District facilities.

6 SPECIAL PROVISIONS

- 6.1 **Contract Term/Option to Renew:** The initial term of the contract shall be for a three year period following School Board approval.
- 6.1.1 The initial term of the contract shall be from May 21, 2008 through May 20, 2011 and the anticipated award date is May 20, 2008.
- 6.1.2 This contract may be renewed for two (2) additional one (1) year periods provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of a renewal letter, to be issued not sooner than one-hundred twenty days (120) prior to expiration of this contract, nor later than the final day of the contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed date.
- 6.1.3 All prices offered herein shall be firm against any increase for at least one (1) year from effective date of this proposed contract. Prior to this date but not sooner than one-hundred twenty days (120) prior to expiration, it shall be the vendor's responsibility to notify the Procurement Officer in advance of any anticipated changes in prices and submit a request for a price increase by furnishing bona-fide manufacturer's documents or price list reflecting the changes.
- 6.1.4 SDHC reserves the right to accept or reject within thirty (30) days after the request for a price increase. If the price increase is rejected, the specific item in question will be canceled. If the price increase is approved, the price will remain firm for at least one (1) year from the date of the increase.
- 6.1.5 Should it become necessary for SDHC to discontinue operation of any facility for any reason, that portion of this contract serving that facility shall become null and void.
- 6.2 **Contract Termination:** The SDHC shall have the right at any and all times to terminate this agreement, with or without cause, upon written notice of such termination provided not less than ninety (90) days prior to the date that such termination is to be effective, or with such lesser notice as the SDHC may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to SDHC. In the event SDHC shall elect to terminate this contract without cause, SDHC shall compensate the Proposer for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given, the Awardee(s) agree to abide and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The Awardee(s) shall have no further rights, and SDHC shall have no further obligation to the Awardee(s), subsequent to the date of termination of this contract as specified in the written notice.
- 6.3 **Minimum Qualifications/Experience:** The Awardee(s) shall maintain a current business license. The Awardee(s) shall keep current all licenses and permits, whether Municipal, County, State, or Federal, required for the performance of its obligations and functions, hereunder, and shall pay promptly when due all such fees. Awardee(s) shall provide documentation of applicable license, certification, and/or commercial experience involving the services described herein. The SDHC reserves the right to request documentation at any time during the contract period.
- 6.3.1 Proposer(s) shall include a copy of all applicable licensing with their proposal.

SPECIAL PROVISIONS

- 6.3.2 Inspection of Proposer's Facilities: The District reserves the right to inspect the Proposer's facilities and vehicles prior to awarding this contract.
- 6.3.3 A minimum of one (1) year experience maintaining systems for facilities with occupancy of 1,000 people or more.
- 6.4 **References:** Please provide three (3) references. The Proposer(s) shall complete the top half of the Reference Form, Section 14 (you must duplicate this form to provide the required number of references). Include the name of the customer, address, contact name, telephone numbers (including facsimile number), and e-mail address. Please include only references within the previous thirty-six (36) months. The District may contact these references during the evaluation process. SDHC may utilize other references information on a Proposer's capability to determine performance history. Negative references, in the SDHC sole discretion, may be cause for disqualification of Proposer.
- 6.5 **SDHC Facility Security:** All personnel must coordinate with the facility's front office or security personnel. Awardee's employees must be properly identified and must sign in and sign out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.
- 6.5.1 It shall be the sole responsibility of the Awardee(s) performing services for this contract to safeguard their own materials, tools, and equipment. The SDHC shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
- 6.6 Awardee(s) Personnel: Awardee's staff members are to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed, and conduct themselves in a respectable and courteous manner while performing duties and while at any SDHC facility.
- 6.6.1 Qualifications of new people working under this contract will be submitted to the District, in writing, for approval prior to them conducting any service under this contract. Submit a list of all employees who will be working under the current contract, any intention for additional personnel, and back-up personnel for each function.
- 6.6.2 Effective September 1, 2005, in order to be in compliance with the Jessica Lunsford Act, Awardees meeting any of the three criteria listed below will be required to be Level II fingerprinted and screened by our Human Resources Department. This consists of a FDLE/FBI criminal record and fingerprint search. Criteria:
- Be at school when students are present, or
 - Have direct contact with students, or
 - Have access to or control of school funds.
- 6.6.3 If you have no personnel who meet any of the three criteria, the law does not apply to you; therefore, you do not need to take action.
- 6.6.4 The Technical Assistance paper for the Jessica Lunsford Act can be accessed at <http://info.fldoe.org/docushare/dsweb/Get/Document-3151/k12%2005-107a>.
- 6.7 **Communications:** Contractor must provide a means to receive direct communications from SDHC 24 hours a day, 7 days a week. Contact means shall be by phone, radio, or pager. When Contractor desires to be contacted by radio, Contractor must provide a radio communication device to SDHC for communication purposes for the duration of the contract. When contact is by pager, Contractor must respond within 30 minutes of the page.

SPECIAL PROVISIONS

- 6.8 **Accounting and Invoicing Requirements:** All accounting and invoicing correspondence must reference a SDHC Purchase Order and MR number.
- 6.8.1 All invoices will include the following information presented in table format:
- 6.8.1.1 Site name and address
 - 6.8.1.2 Purchase order number
 - 6.8.1.3 Maintenance Request (MR) numbers, listed in numerical order
 - 6.8.1.4 Date(s) of service including time-in and time-out at the site
 - 6.8.1.5 Bid/ Contract number or special authorization signature
 - 6.8.1.6 Quantity of each bid item used (technician hours, by type; service charge; allowable materials) for each MR
 - 6.8.1.7 Material cost breakdown by item to include copy(s) of original invoice for cost plus and list pricing for list minus as applicable; Contractor shall be required to provide evidence that cost charged is most favorable pricing available.
- 6.9 Copies of all invoices with above required information will be provided at time of invoicing directly to SDHC C&E at 4805 E. Dr. Martin Luther King, Jr. Boulevard, Tampa, Florida 33605. Originals shall be submitted to SDHC Accounts Payable, as provided for in the purchase order.
- 6.9.1 SDHC may elect to issue payments based on receipt of completed MRs, without requiring or processing an invoice. In the event SDHC implements this option, payments will be issued within 30 days of submission of the completed MR.
- 6.10 No payment will be made for any work without prior submission of a properly completed SDHC MR ticket or without a purchase order.
- 6.11 Price Evaluation: For systems for which SDHC supplies the repair parts, SDHC anticipates that 10% of the maintenance requests will result in a service call only; approximately 80% are expected to be reimbursed using standard man-hours, and the remainder reimbursed based on actual time on the job, at an estimated average of 4 man-hours per maintenance request. For generic, non-designated systems, prices shall be evaluated using the formula service call rate + Contractors average man-hours x Contractors hourly rate.
- 6.11.1 For specific systems for which the Contractor supplies the repair parts, SDHC anticipates that total material costs shall average approximately \$100 per maintenance request. Total prices shall be evaluated as for generic systems, plus (minus) the markup (discount) on manufacturer's list prices for parts.
 - 6.11.2 Standard man-hours do not include items included in a service charge. For example, reprogramming of the bell schedule would be compensated as follows: service call charge plus (standard man-hours for reprogramming times hourly rate).

7 SCOPE OF SERVICES

7.1 The School District of Hillsborough County (SDHC/District) is seeking Contractors for maintenance, repair, and modification of school intercom equipment at various District sites. The work to be done under this contract is for generic, non-designated systems only and includes, but is not limited to; providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

7.1.1 The scope of services to be performed by the selected Contractor(s) is the maintenance, repair, and modification of existing intercom equipment. Work completed under this contract is typically less than \$5,000.00. However, the SDHC reserves the right to use this contract for work exceeding this limit when it is in the best interest of the District. The service encompasses the provision of labor, equipment, and miscellaneous supplies by the Contractor. Provision of system components and repair parts will vary by intercom system manufacturer. SDHC will normally provide all system-specific components or repair parts plus cables and conduits. Miscellaneous supplies required to complete repairs (including, but not limited to electrical tape, cable ties, staples, assorted screws and bolts, wire nuts, short runs of jet line, etc.) are to be provided by Contractor, and are assumed to be included in service charges or hourly rates included in the bid.

7.2 Requirements:

7.2.1 There shall be no minimum dollar amount or quantity for services rendered under this contract.

7.2.2 Contractor shall provide the necessary number of technicians needed to complete all projects on time. The assigned technicians must be capable of troubleshooting, repairing and installing the intercom systems. Technicians must be familiar with SDHC policies.

7.2.3 Contractor will utilize the appropriate manpower to accomplish the task based on the scope of the repair request. SDHC will not reimburse Contractor for an additional helper/trainee that is assigned solely for the purpose of training or efficient crew sizing.

7.2.4 All materials provided and work performed shall fully conform to all applicable local, state, and Federal regulations and codes. The Contractor shall follow the manufacturer's operating and maintenance instructions for the work being performed.

7.2.5 Contractor shall warrant all materials installed and work performed under the terms of this bid for a period of one year following completion and acceptance of the work.

7.2.6 Contractor shall protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of work performed under this contract. Any property damaged by the Contractor or his representatives during the course of this contract shall be repaired or replaced to the satisfaction of SDHC.

7.2.7 All programming changes made to equipment shall be submitted to SDHC C&E within twenty-four (24) hours of the change.

7.2.8 Contractor understands all work described in this specification shall be done with the least inconvenience to the sites/property. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with SDHC Communications and Electronics Department (C&E).Staff.

7.3 **Material Management:**

- 7.3.1 Contractor Provided Materials. Contractor shall be responsible for consumable items such as electrical tape, cable ties, staples, assorted screws and bolts, wire nuts, short runs of jet line, etc. SDHC shall not provide separate payment for these items. The cost for these items must be included in service charges and/or hourly rates included with the bid.
- 7.3.2 Inventory Management. For generic systems the SDHC shall provide most non-consumable materials. Materials can be picked-up from SDHC Communications and Electronics Department at 4805 East Martin Luther King Blvd. SDHC may require that Contractors pick up non-consumable materials from local distribution centers or suppliers
- 7.3.3 SDHC may require Contractors to assume accountability for and stock SDHC inventory. In the event that Contractor stocks SDHC inventory, a joint physical count of items on hand by SDHC C&E and the Contractor shall be required no less than annually. The costs for any missing materials identified during these physical counts shall be deducted from future payments to Contractor.
- 7.3.4 When parts are not available from SDHC, Contractor will make every possible effort to obtain parts from any other authorized dealer and/or manufacturer in order to ensure that maintenance and/or repairs are made within the above time limits. Purchases from other suppliers must be approved by SDHC C&E. Contractors shall be authorized an additional day for completion, for each day the SDHC parts are not available.
- 7.3.5 Paperwork. Contractor shall submit an Equipment Received/Returned form requesting any needed materials to SDHC C&E.
- 7.3.6 Salvage Materials. For components and repair parts supplied by the SDHC or provided by Contractor and paid for by the SDHC, Contractors shall be required to return all defective parts replaced by the Contractor, with the completed MR. When Contractors are issued the SDHC parts and materials, Contractors shall not receive credit for use of these materials until the replaced parts are returned. A credit will be taken by the SDHC from subsequent invoice(s) for the value of parts and materials issued if the salvage items are not returned within five (5) business days subsequent to project completion. For new installations and additions, Contractors must annotate the reason the defective parts are not returned on the MR.
- 7.3.7 Product Standards. Where a definite product is specified, it is not the intention of SDHC to discriminate against any “approved equal” product of another manufacturer, but is intended that a definite standard be established. SDHC shall make the determination as to whether any alternative product or service is or is not equal and such determination shall be final and binding on all bidders. Alternates will be considered.
- 7.3.8 Product/Service Availability. All products, equipment, merchandise and miscellaneous material bid and/or order must be the latest manufacturer’s model and design. Immediate service and parts availability must be guaranteed for 5 years.

7.4 **Maintenance Request (MR):** Paperwork Requirements. SDHC C&E shall issue a standard maintenance request (MR) for any and all work assigned. Contractor shall not begin work without a purchase order and an MR ticket number. The MR shall be properly completed before payment is rendered.

- 7.4.1 MR Pickup. MRs must be picked up at least once daily at SDHC C&E Department at 4805 East Dr. Martin Luther King Blvd., between 8:00 am and 9:00 am, each duty day for SDHC 12-month employees as indicated on SDHC calendars. SDHC will also issue work via facsimile between 8:00 am and 9:00 am each duty day, upon request of the

Contractor. Contractors shall be required to sign, date, and return a copy of the request summary to SDHC C&E at time of pick up or upon receipt of a facsimile, and prior to commencing work. For Contractors agreeing to receive orders via facsimile, the time of issuance of the MR for determination of the required completion time shall be by the date/time indicated on the SDHC fax confirmation, regardless of the date/time a signed acknowledgement is returned.

7.4.1.1 Contractor must be able to receive emergency orders throughout the day. Contractors must either be willing to return to SDHC C&E to pick up the MR, or be willing to receive the work via facsimile.

7.4.2 Approval Requirements. Contractors must secure authorization to begin work on requests that are expected to exceed 8 man-hours of labor, or \$5000 in total cost, from an SDHC C&E technician or supervisor. Contractors must also seek approval to proceed prior to exceeding these limits, on work initially expected to be completed within these established limits.

7.4.2.1 For any MRs not completed remotely, the completed request must include the signature of the site principal or his/her designee, indicating acceptance of the completed work.

7.4.3 MR Status. Contractor must respond to SDHC C&E regarding the status of outstanding MR's, within one hour of a request for status.

7.4.4 MR Reprints. Occasionally, work may need to be reissued under a new MR, or reprinted. Contractor must avoid duplicate requests for payment for the same work. Duplicate payments for the same repair shall not be authorized.

7.4.5 Contractor must note the following on each MR, for proper completion of the MR: Date of Work, Name of Technician(s), Hours Charged, Arrival Time On Campus, Departure Time From Campus, Description of Work Performed, List of Materials Used (included both SDHC-supplied and Contractor-purchased materials) and Cost of Materials (receipts or other documentation supporting material costs must be attached to the completed MR). A project is not considered complete until the MR is returned to C&E.

7.5 **Hours of Operation and Work:** Contractors are allowed to perform work during normal business hours defined as between 7:00 am and 5:00 pm, Monday thru Friday, except for the following nationally recognized holidays: Labor Day, Veterans Day, Thanksgiving, day after Thanksgiving, Martin Luther King Jr. Holiday, Christmas Day, and day after Christmas Day. Overtime charges are only applicable between 5:00 pm and 7:00 am Monday thru Fridays, Saturdays, Sundays and the nationally recognized holidays listed above. Contractors must secure written approval from SDHC C&E prior to performing work proposed to be charged at overtime rates.

7.6 **Service Response Requirements:** SDHC's required performance times, for services to be provided under this contract, are described below. In the event that work does not commence or is not completed by the time lines established herein, SDHC reserves the right to terminate the order and issue an order to another Contractor. Repeated failure to commence or complete work within the prescribed times shall constitute default, and will be grounds for termination of any contract based on this bid. Failure to complete 10% or more of assigned maintenance requests (MRs) within response times established below shall constitute a repeated failure.

7.6.1 **Priority 1:** Contractor shall be on site to repair within 4 business hours and system shall be repaired/in service not later than 5:00 p.m. on the 1st business day following issuance

of the repair order. For all systems, Priority 1 requirements include, but are not limited to, restoration of service in the following situations::

- a. Complete system failure
- b. No all-call service
- c. No call-in (entire school)
- d. Other safety/health related intercom service failure
- e. Beeping system
- f. Low hanging cables within reach of students or on ground

7.6.2 **Priority 2:** System shall be repaired and service restored by 5:00 p.m. on the 3rd business day following issuance of the repair order by SDHC. Requirements include no intercom in individual rooms, no call-in in individual rooms, and intercom outages at non-critical sites.

7.6.3 **Priority 3:** System shall be repaired and service restored by 5:00 p.m. on the tenth (10th) business day following issuance of the repair order by SDHC. Requirements typically include radio/tape/cd player not working; or low volume in individual rooms; and new portable connections.

7.6.4 In some limited cases, SDHC may require repairs sooner than the timeframes described above. In the event that Contractor is unable to meet the requirement for immediate service, SDHC reserves the right to obtain service from another source, without adverse consequences to Contractor.

7.6.5 Warranty repairs must be accomplished within the timeframes established above.

7.6.6 Work Delays. The Contractor is expected to complete repairs within the timeframes established above. In cases where delays are clearly not the Contractor's responsibility, SDHC may grant an extension to the work completion time. When work cannot be completed due to a school function, the Contractor shall reschedule a time with school officials and notify SDHC C&E when the rescheduled time is beyond completion date.

7.6.7 Work completion. Work shall not be considered complete until a copy of the MR, signed by the site supervisor or his/her designee of the site at which the work was performed, is provided to SDHC C&E. The signed copy may be provided via facsimile.

7.7 **Penalty Provision:** SDHC will periodically inspect work completed or in process to assure that the requirement of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the contractor shall be contacted and any discrepancies, inconsistencies or items not meeting the specifications contained herein corrected immediately at no additional cost to SDHC. A second discrepancy notice shall serve, as notification that any future discrepancies, inconsistencies or items not meeting specifications contained herein will result in terminations of the Contractor's right to proceed further with this work. The Contractor and his sureties may be liable to the SDHC for any additional cost incurred by the SDHC to complete the job. At this point the contractor shall be considered in default and the contract subject to termination.

7.7.1 Repeated failure to meet established repair timeframes will be considered unsatisfactory service under the terms of this contract. An excessive number of instances of unsatisfactory service, as determined by the SDHC, shall be cause for the SDHC to consider the contractor in default.

- 7.7.2 Performance Failure. If in the event the Contractor fails to fulfill the project scope for any reason, SDHC reserves the right to confiscate materials on site to complete project. Upon completion of the work excess materials will be returned.
- 7.7.3 Contractor will be held responsible for any damages incurred to the facility if found to be the fault of the Contractor. (Examples are, but not limited to: broken windows; damaged wallboard, ceiling fixtures, paint, and floor coverings; broken ceiling tiles; etc.) A request for service will not be deemed complete until damages incurred have been repaired and the work site cleaned to the SDHC's satisfaction.
- 7.7.4 Contractors shall be subject to periodic performance evaluations by SDHC personnel. Continued unsatisfactory ratings shall be cause for termination of the contract. Performance ratings may be considered during award of future contracts by SDHC.
- 7.7.5 Liquidated Damages. Failure to respond and complete any service request within the timelines set forth above shall be considered to be unsatisfactory service under the terms of this contract, unless the timelines for a specific repair request are extended by SDHC. In consideration that SDHC experiences a negative financial impact associated with lost productivity and the need to identify alternate intercom maintenance and repair services, it shall be mutually agreed by SDHC and the Contractor that a failure by the Contractor to complete required work within the allotted times shall result in liquidated damages in the amount of \$50.00 per business day, for each day that repair times exceed the requirements herein, not to exceed the total cost for the work. The Contractor agrees to reimburse SDHC for these damages, through a reduction in the amount due Contractor for the late work.
- 7.8 **Price Evaluation:** Prices shall be evaluated using the formula; service call rate, contractors actual man-hours, contractors hourly rate.
- 7.8.1 Pricing Definitions:
- 7.8.1.1 Service Charge includes costs associated with paperwork, inventory management, travel, minor materials, equipment pickup/delivery, panel resets and the first thirty (30) minutes of the technicians "time on site". No additional time shall be charged for repairs completed during the initial time for service charge is permitted per MR.
- 7.8.1.2 Contractor must separate service charge items from other work performed on the MR.
- 7.8.1.3 Hourly Rate includes all labor costs and minor materials associated with making the repair, evaluated on the quarter hour. Not all maintenance tickets will require an hourly charge. The hourly rates are designed to cover any additional expenses that are needed above the service charge.
- 7.8.1.4 Equipment Costs. Any lifts required are not included in service charge or hourly rates, and are to be provided separately. Ladder access is to be included in the proposed service call and hourly rates.

8 ADDENDA FORM

The signer of this proposal guarantees, as evidence by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by the School District of Hillsborough County or their representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the services are to be rendered.

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

ADDENDUM NO _____ Dated _____

ADDENDUM NO _____ Dated _____

ADDENDUM NO _____ Dated _____

Dated at _____ this _____ Day of _____ 20____

Name of Organization: _____

By: _____

Typed Name and Title: _____

9 DISPUTE RESOLUTION CLAUSE

In the event a dispute occurs, or a clarification of minor contract terms becomes necessary, please indicate your Proposer representative.

Representative's Name: _____

Telephone Number: _____

The District's representative will be the General Manager of Procurement.

10 FAIR LABOR STANDARDS ACT - "HOT GOODS"

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

The undersigned shall be required to stamp or print such certifications on the invoices which covers the resalable goods shipped, and which are furnished to the School District.

Company Official Signature: _____

Date: _____

11 PUBLIC ENTITY CRIMES

Per the provisions of Florida Statute 287.133 (2) (A), "A person or affiliate who has been placed on the convicted Vendor(s) list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor(s), supplier, sub-vendor(s) 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(s) list."

Company Official Signature: _____

Date: _____

12 FEDERAL DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion:

The prospective lower tier (\$25,000) participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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 proposal.

Company Official Signature: _____

Date: _____

13 DRUG-FREE WORKPLACE CERTIFICATION

Tie proposal preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, 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 proposal 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 proposals will be followed if none of the tied Awardee(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 13.1 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.
- 13.2 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.
- 13.3 Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- 13.4 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 proposal, 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.
- 13.5 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.
- 13.6 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 COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.

Company Official Signature: _____

Date: _____

14 REFERENCES

I _____ being of _____
(Name/Title) (Name of Company)

Give the School District of Hillsborough County, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

REFERENCE							
COMPANY NAME:							
COMPANY ADDRESS:							
CONTACT PERSON:							
PHONE NUMBER:				FACSIMILE NUMBER:			
STOP							
Remaining to be completed by the SDHC							
TECHNICAL PERFORMANCE							
FACTORS/RATINGS	EXCELLENT				UNSATISFACTORY		
	6	5	4	3	2	1	N/A
Completion of major tasks/milestones/deliverables on schedule.							
Responsiveness to changes in technical direction.							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods.							
MANAGEMENT PERFORMANCE							
FACTORS/RATINGS	EXCELLENT				UNSATISFACTORY		
	6	5	4	3	2	1	N/A
Overall communication with staff.							
Effectiveness and reliability of Proposer's key personnel.							
Ability to recruit and maintain qualified personnel.							
Ability to manage multiple and diverse projects/tasks from planning throughout execution.							
Ability to effectively manage sub-contractor(s).							

PROPOSER'S COMPANY NAME:

MANAGEMENT PERFORMANCE (continued)							
FACTORS/RATINGS	EXCELLENT				UNSATISFACTORY		
	6	5	4	3	2	1	N/A
Ability to accurately estimate and control cost to complete task.							
Overall performance in planning, scheduling and monitoring.							
Use of management tools (e.g. cost/schedule, task management tools).							
CUSTOMER SATISFACTION							
FACTORS/RATINGS	EXCELLENT				UNSATISFACTORY		
	6	5	4	3	2	1	N/A
How would you rate the Proposer's overall technical performance on this contract/order?							
How would your rate the Proposer's ability to be cooperative, business-like, and concerned with the interest of the customer?							
Total Dollar Amount of Contract							
Additional Comments							
Would you use this Proposer again <input type="checkbox"/> YES <input type="checkbox"/> NO							

Signature of Respondent: _____

Title of Respondent: _____

15 PROPOSAL FORM

PRICING SHEET

1. Intercom Maintenance Repair: for which system _____.

Lawson No.	Svc Charge

Lawson No.	Hourly Rate
	\$

Lawson No.	OT Svc Charge
	\$

Lawson No.	OT Hourly Rate
	\$

2. Markup on material costs:

Lawson No.	
	% (indicate discount in parentheses)