



**THE SCHOOL BOARD OF SEMINOLE COUNTY FLORIDA  
PURCHASING AND DISTRIBUTION SERVICES DEPARTMENT**

400 East Lake Mary Boulevard  
Sanford, Florida 32773-7127

**INVITATION TO BID AND BIDDER'S ACKNOWLEDGEMENT**

POSTING DATE:  
September 5, 2022

PURCHASING CONTACT: Alfonso Segura, Procurement Agent II  
Telephone: 407-320-0240, Email Address: [seguraaz@scps.k12.fl.us](mailto:seguraaz@scps.k12.fl.us)

BID NUMBER AND TITLE: **ITB 22230015B-AS – Fire Extinguishing Systems Inspections and Servicing**

BID DUE DATE & TIME

**October 13, 2022, by 3:00 P.M. EST**

Bid opening will be held via WebEx and dial-in only at meeting number (access code): 2622 913 2922, meeting password: Pud2tScjG75 or call 1-415-655-0003.

**NOTE: BIDS RECEIVED AFTER THE BID DUE DATE AND TIME WILL NOT BE ACCEPTED.**

PRE-BID MEETING DATE & TIME: **Voluntary – September 21, 2022, at 9:00 AM EST**, via WebEx and dial-in only at WebEx meeting number (access code): 2622 679 9528, password: w8UR3XnS7B3 or call 1-415-655-0003.

The School Board of Seminole County, Florida, solicits your company to submit a Bid on the above-referenced goods and/or services. All terms, specifications and conditions set forth in this invitation are incorporated by this reference into your response. A Bid will not be accepted unless all conditions have been met. In the event of a conflict between the General Purchasing Terms and Conditions and any subsequent Special Conditions included herein or attached hereto, the Special Conditions will have precedence. **All Bids must have an authorized signature in the space provided below.** All Bids must be received in the Vendorlink portal, [www.myvendorlink.com](http://www.myvendorlink.com), by the "Bid Due Date & Time" referenced above. The School Board is not responsible for bidders' failure to upload their bids by the due date and time.

**THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.**

LEGAL NAME OF COMPANY (AS REGISTERED IN [WWW.SUNBIZ.ORG](http://WWW.SUNBIZ.ORG) OR AS REGISTERED IN YOUR STATE):

\_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

FEDERAL EMPLOYER S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

FLORIDA DIVISION OF CORPORATION DOCUMENT NUMBER: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.**

AUTHORIZED SIGNATURE: \_\_\_\_\_ TYPED OR PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

- I. **GENERAL PURCHASING TERMS AND CONDITIONS.** These general terms will apply to all purchases by the School Board as a result of an award hereunder. In the event of a conflict between Section II and subsequent sections herein, the provisions of any subsequent sections shall be specific to the goods or services requested and shall have precedence. The titles used are for convenience only; the Bidder is responsible for understanding and complying with all terms and conditions herein.

1. **DEFINITIONS.**

- A. The School Board of Seminole County, Florida may be referred to as the "Board," "School Board" or "SBSC" herein.
  - B. Contractor. For this Invitation to Bid (ITB), the word "Contractor" shall have the same meaning as "Bidder," "Business Entity," "Individual," "Proposer," "Respondent," and "Vendor" who submits a written response to this ITB; and shall have the same meaning for any successful awardee(s) hereunder.
  - C. Non-Responsible. A Contractor, business entity, or individual that responds to this ITB and the response does not provide the required documentation supporting that it has the ability or capability to fully perform the requirements of the solicitation.
  - D. Non-Responsive. A Contractor, business entity, or individual that responds to this ITB and the response does not conform to the mandatory or essential requirements contained in this ITB.
  - E. Responsible. A Contractor, business entity or individual that responds to this ITB and the response provides the required documentation supporting that it has the ability or capability to fully perform the requirements of this ITB.
  - F. Responsive. A Contractor, business entity or individual that responds to this ITB and the response fully conforms in all material respects to the ITB and all of its requirements, including all form and substance.
  - G. Solicitation. This Invitation to Bid document.
2. **PRICING / TAXES.** All pricing shall be based on FOB Seminole County Florida and will include all packaging, handling, shipping charges, and delivery to any point within Seminole County Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise or State of Florida Sales taxes.
3. **MATERIALS.** Contractor shall be responsible for providing all materials at a cost-plus basis as shown on the Price Schedule, unless it is advantageous for SBSC to purchase these products directly in which case Contractor will not be entitled to recover cost of materials or any mark up. This shall be determined prior to the start of each project. When product is purchased by SBSC, it shall be the responsibility of SBSC to ensure the products are delivered on-site in time to comply with the project schedule. Contractor must make all reasonable and legal efforts to avoid payment of sales or other taxes. Notwithstanding, Contractor is only entitled to reimbursement for sales or other taxes actually paid and may not mark up sales or other taxes paid for purchase of materials.
4. **EQUIPMENT RENTALS.** All equipment rentals shall be billed on a cost-plus basis as shown on the Price Schedule. Contractor shall make all reasonable and legal efforts to avoid payment of sales or other taxes. Notwithstanding, Contractor is only entitled to reimbursement for sales or other taxes actually paid and may not mark up sales or other taxes paid on equipment rentals.
5. **PRICE ADJUSTMENT CLAUSE.** The Bid price shall remain in effect for the term of the award. A comparable price adjustment may be considered at SBSC's sole discretion for an increase in Federal or State of Florida minimum wage or both provided Contractor provides sufficient documentation to justify a price adjustment. Contractor agrees to use best efforts to obtain the lowest possible prices from material suppliers. If at any time during contract performance, the unit price(s) for the material required to complete the project increase(s) by three (3%) percent

or more over the cost of the same material on the date the Contractor's bid or proposal was submitted, SBSC will pay that cost increase up to a maximum of 3%. Contractor must provide written notice to SBSC prior to purchase of the materials identifying the materials in question, the itemized increased and original cost and quantity required to complete the project, the source of supply, and Contractor must provide SBSC with proposals, quotes, price sheets or other comparable documentation from the supplier evidencing the original and increased cost. SBSC reserves the right to make the final determination regarding the application of a price increase. If material prices decrease by more than 3%, the contract price may be reduced under the same terms and conditions.

6. **TERMS OF PAYMENT / INVOICING.** The normal terms of payment will be Net 30 days from receipt and acceptance of goods or services and Contractor's invoice. Itemized invoices bearing the Purchase Order number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
7. **TRANSPORTATION AND TITLE.**
  - A. Title to the goods shall pass to the School Board upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the Contractor retains the sole insurable interest in the goods.
  - B. The shipper shall prepay all transportation charges. The School Board will not accept collect freight charges.
  - C. No premium carriers shall be used for the School Board's account without prior consent of the Director of Purchasing and Distribution Services.
8. **RISK OF LOSS.** The Contractor shall assume the following risks:
  - A. All risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided;
  - B. All risks of loss or damage to third persons and their property until delivery of all goods as herein provided;
  - C. All risks of loss or damage to any property received by the Contractor or held by the Contractor or its suppliers for the account of the School Board, until such property has been delivered to the School Board;
  - D. All risks of loss or damage to any of the goods or part thereof rejected by the School Board, from the time of shipment thereof to Contractor until redelivery thereof to the School Board.
9. **PACKING LIST.** All shipments shall include an itemized list of each package contents and reference the School Board's Purchase Order number. No charges shall be allowed for cartage or packing unless agreed upon by the School Board prior to shipment.
10. **INSPECTIONS AND TESTING.** The School Board will have the right to expedite, inspect, and test any of the goods at work covered by this Bid. All goods or services are subject to the School Board's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Contractor's risk. Such inspection, or the waiver thereof, however, shall not relieve the Contractor from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or work.
11. **STOP WORK ORDER.** The School Board may at any time by written notice to the Contractor stop all or any part of the work for this Bid award. Upon receiving such notice, the Contractor shall take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price or terminate the work in accordance with the provisions of the Bid terms and conditions.

12. **WARRANTY.** All goods and services furnished by the Contractor, relating to and pursuant to this Bid shall be warranted to be free of defects, meet or exceed the Specifications contained herein, and fit for the intended use. In the event of breach, the Contractor shall take all necessary action, at Contractor's expense, to correct such breach in the most expeditious manner possible.
13. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the School Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Contractor, its agents, employees, or representatives, or are arising from any Contractor furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School Board.
14. **INSURANCE.** Contractors and vendors shall provide a certificate(s) evidencing such insurance coverage to the extent listed in Sections 1-5 below before commencement of work.

Insurance listed in Section 1 below is required of all Contractors and vendors: SBSC and its Board members, officers, and employees shall be named as an additional insured to the Commercial General Liability insurance policy on a form no more restrictive than ISO form CG 20 10 (Additional Insured — Owners, Lessees, or Contractor). If SBSC and its Board members, officers, and employees are not named as additional insureds then SBSC reserves the right terminate this agreement.

Insurance listed in Section 2 below: All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of SBSC are required to carry this insurance to the limit listed below. All non-construction Contractors whose work for SBSC includes products or services, and the value of these products or services are in excess of \$25,000 are required to carry this insurance to the limit listed below.

Insurance listed in Section 3 below: Any Contractor or vendor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe SBSC is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.

Insurance as listed in Section 4 below: All non-construction Contractors and vendors that have one (1) or more employees or subcontracts any portion of their work to another individual or company are required to have Workers' Compensation insurance. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of SBSC are required to have Workers' Compensation insurance. All entities and individuals required to have Workers' Compensation insurance must purchase a commercial Workers' Compensation insurance policy to the limits listed below. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against SBSC, and its Board members, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13).

Insurance as listed in Section 5 below: All Contractors providing professional services including, but not limited to, architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

All Contractors shall carry and maintain policies as described in Sections 1 to 5 below and as checked off in the box to the left of each Section 1 to 5 below. All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. All required insurance policies must be endorsed to provide for notification to SBSC thirty (30) days in advance of any material change

in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Seminole County, Florida.

The Contractor shall, within thirty (30) days after receipt of a written request from SBSC, provide SBSC with a certified copy or certified copies of the policy or policies providing the coverage required by this Section 12. The Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Section 12.

All insurance provided by the Contractor shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by SBSC. Any insurance, or self-insurance, maintained by SBSC shall be in excess of, and shall not contribute with, Contractor-provided insurance.

- |                                     |  |                  |
|-------------------------------------|--|------------------|
| <input checked="" type="checkbox"/> | 1. Commercial General Liability Insurance:<br>Bodily Injury and Property Damage<br>Per Occurrence -  | \$1,000,000      |
|                                     | General Aggregate -  | \$2,000,000      |
| <input checked="" type="checkbox"/> | 2. Product Liability and/or Completed Operations Insurance:<br>Bodily Injury and Property Damage<br>Per Occurrence -   | \$1,000,000      |
|                                     | Products – Completed Operations Aggregate -  | \$2,000,000      |
| <input checked="" type="checkbox"/> | 3. Automobile Liability:<br>Bodily Injury and Property Damage:<br>Combined Single Limit (each accident) -  | \$1,000,000      |
| <input checked="" type="checkbox"/> | 4. Workers' Compensation/Employer's Liability:<br>W.C. Limit Required* -   | Statutory Limits |
|                                     | E.L. Each Accident -   | \$ 500,000       |
|                                     | E.L. Disease – Each Employee -   | \$ 500,000       |
|                                     | E.L. Disease – Policy Limit -  | \$ 500,000       |
| <input type="checkbox"/>            | 5. Professional Liability Insurance (Errors and Omissions):<br>For services, goods or projects that will exceed \$1,000,000 in values over a year.<br>Each Claim - | \$1,000,000      |
|                                     | Annual Aggregate -   | \$2,000,000      |
|                                     | For services, goods or projects that will not exceed \$1,000,000 in values over a year.<br>Annual Aggregate -  | \$1,000,000      |
| <input type="checkbox"/>            | 6. Environmental / Pollution Liability:<br>Bodily Injury and Property Damage:<br>Per Occurrence -  | \$1,000,000      |
|                                     | Environmental / Pollution Liability Aggregate -  | \$2,000,000      |

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by the Contractor pursuant to this Agreement shall be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of SBSC), the Contractor shall be responsible for paying on behalf of SBSC (and any other person or organization that the Contractor has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

The Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the work.

Professional Liability coverage must be maintained in the amounts stated above for a two-year period following completion of the contract.

Compliance with these insurance requirements shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to SBSC or SBSC's Board members, officers or employees by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to SBSC under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from the responsibility to provide insurance as required by this Agreement.

15. **SOVEREIGN IMMUNITY / LIMITED LIABILITY.** Notwithstanding any provision herein or attached hereto, nothing shall be construed as a waiver of School Board's rights and sovereign immunities under Florida Statutes. School Board damages shall be limited in accordance and to the extent allowed by §768.28 Florida Statute.
16. **LAWS AND REGULATIONS.** Contractors shall comply with all applicable federal, state and local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Contractors agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Contractor shall not constitute a cognizable defense against actual or potential damages caused thereby.
17. **GOVERNING LAW & VENUE.** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Seminole County Florida or for federal court be United States District Court, Middle District of Florida, and Orlando Division.
18. **PATENTS, COPYRIGHTS & ROYALTIES.** Contractors agree to indemnify and save harmless the School Board, its officers, employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Contractor uses any design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the work shall be included in the price proposal of the Contractor.
19. **PERMITS/LICENSES/FEES.** Any permits, licenses, or fees required shall be the responsibility of the successful Contractor; no separate or additional payment shall be made. A copy of these licenses and permits shall be submitted to the Procurement Agent prior to commencement of work. If the service(s) being provided requires that individuals or organizations be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such license(s) should be obtained by the Bid due date and time. For state licensing, contact the Florida Department of Business and Professional Regulation, Tallahassee, FL 32399-0797, Phone 850.487.9501.
20. **CONTRACTOR'S EMPLOYEE BACKGROUND CHECK.** All Contractor employees that require access to school campuses must be cleared by School Board or an appropriate agency and wear a School Board issued current picture identification badge. Contractors hereunder shall comply with the required background check of employees and with any requirements regarding wearing of PPE equipment as may be applicable and failure to comply shall be considered a material breach of contract. Refer to <https://www.scps.k12.fl.us/district/departments/purchasing/vendor-info/vendor-fingerprint-requirements.shtml> for School Board for Background Check Requirements

- A. **CLEARANCE BY SCHOOL BOARD.** Contractor shall comply with the requirements of the Jessica Lunsford Act §1012.465 Florida Statute in regards to fingerprinting and level 2 background screenings of all applicable employees and any sub-contractor employees.
- B. **CLEARANCE BY OTHERS.** Pursuant to §1012.468 Florida Statute, if Contractor employees have been cleared by another agency and already possess a uniform statewide identification badge issued by the agency, Contractors are required to complete the FSSR Form for School Board badging.

**21. TERMINATION.**

- A. **DEFAULT.** The School Board may terminate all or any part of a subsequent award by giving notice of default to Contractor, if Contractor:
  - 1) Refuses or fails to deliver the goods or services within the time specified;
  - 2) Fail to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or;
  - 3) Becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School Board's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.
  - 4) Termination for cause includes terminations under 287.135, F.S.
- B. **CONVENIENCE.** The School Board may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Board's sole obligations will be to reimburse Contractor for:
  - 1) Those goods or services actually shipped / performed and accepted up to the date of termination, and
  - 2) Costs incurred by Contractor for unfinished goods, which are specifically manufactured for the School Board and which are not standard products of the Contractor, as of the date of termination, and a reasonable profit thereon.

In no event is the School Board responsible for either loss of anticipated profit or reimbursement exceeding the Bid value.
- C. **FUNDING.** Contracts awarded hereunder are subject to the appropriation and availability of funds as approved by the School Board of Seminole County Florida. In the event funding for the specific purpose of this solicitation is not funded or such funds are insufficient, the contract may be terminated immediately without penalty.

**22. PERFORMANCE.** In an effort to reduce the cost of doing business with the School Board, and unless indicated elsewhere a Bid or performance bond may not be required. However, upon award and subsequent default by Contractor, the School Board reserves the right to pursue any or all of the following remedies:

- A. To accept the next lowest available Bid price or to purchase materials or services on the open market, and to charge the original award the difference in cost via a deduction to any outstanding or future obligations;
- B. The Contractor in default will be barred for consideration of future Bid awards for a period of time determined by the severity of the default, but not exceeding three (3) years.
- C. Any other remedy available to the School Board in tort or law.

**23. FORCE MAJEURE.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor

disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

24. **ASSIGNMENT.** Any Purchase Order or contract issued pursuant to an award hereunder, and the monies that may become due are not assignable except with the prior written approval of the School Board, through the Purchasing and Distribution Services Department.
25. **AUDIT AND INSPECTION.** The School Board or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents / records in any form shall be open to the Board's representative and may include, but are not limited to, all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the Board and the Contractor.
26. **CONTRACTOR'S PUBLIC RECORDS.** Pursuant to §119.0701 Florida Statutes, "Contractors" as defined by statute that enter into a contract for services with the School Board and are acting on behalf of the School Board are required to comply with public records laws and to specifically:
  - A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - B. Provide the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided by statute or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - D. Meet all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.
  - E. If a Contractor does not comply with a public records request, the School Board shall enforce the contract provisions which may include immediate termination of contract.
  - F. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CAROLYN BEDSOLE, IS PROJECT MANAGER AT 407-320-0466, [carolyn\\_bedsole@scps.k12.fl.us](mailto:carolyn_bedsole@scps.k12.fl.us), THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, 400 EAST LAKE MARY BLVD., SANFORD, FLORIDA 32773.**
27. **FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS.**
  - A. Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered respondents must have an active status in order to be eligible to do business with the School Board. Respondents doing business under a fictitious name, on page 1, must



submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: [www.Sunbiz.org](http://www.Sunbiz.org).

- B. If the firm is not located in Florida, the firm must provide their state's document number and a screen shot of their current, date-identified "active" status with their submittal.
- 28. PUBLIC ENTITY CRIMES.** A Bidder 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 for the construction or repair of a public building or public work, may not submit Bid 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 section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 29. OTHER AGENCIES.** All respondents awarded contracts from this solicitation may, upon mutual agreement with the awarded respondent(s), permit any school board, community college, state university, municipality or other governmental entity, to include Public Charter Schools to participate in the contract under the same prices, terms and conditions. Further, it is understood that each entity will issue its own purchase order to the awarded respondent(s).
- 30. DRUG-FREE WORKPLACE.** Whenever two or more Solicitations are equal with respect to price, quality, and service, a Solicitation received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process. If the Contractor does not maintain a formal "Drug Free Workplace" or does not perform random drugs tests on its employees, then the Contractor's employee must submit to a drug test by the School Board at a cost of \$27.00 prior to working on the School Board account. (See Attachment "A").
- 31. NEW MANUFACTURE.** The items Bid shall be new and currently manufactured model of the best quality and highest-grade workmanship, carry the manufacture's standard warranty as a minimum, and be equal to the specifications stated herein. Unless stated otherwise, used, remanufactured, refurbished, or reconditioned products are unacceptable.
- 32. SAMPLES AND BRAND NAMES.**
- A. **BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School Board expect to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (a) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (b) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (c) where no sample is provided with the Bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School Board to reach a preliminary evaluation; (d) the School Board may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School Board may deem appropriate, at no charge to the Board; (e) the School Board reserves the right to determine the acceptability of any alternatives offered.
- B. **SAMPLES.** Any sample requested by this Bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing and Distribution Services Department. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for a pickup from the School Board if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School Board.

- 33. SUBSTITUTIONS.** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the Contractor's or the manufacturer's inventory then the Contractor must provide written notification from the manufacturer that the item has been discontinued. The Contractor must file a written request with the Procurement Agent and be granted approval to substitute. Requests to substitute shall be accompanied by complete specifications for the proposed substitute and a sample may be requested.
- 34. GENERAL EVALUATION CRITERIA.**
- A. Primary factors used to decide the award hereunder will be price, ability to meet specifications and responsiveness. In the event alternatives are offered, the School Board reserves the right to consider and accept or reject alternatives at its discretion.
  - B. A Bidder's past performance may be used in the evaluation of this Bid.
  - C. The School Board reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any Bid in its entirety or in part, and to waive, but not obligated to, minor irregularities if the Bid is otherwise valid.
  - D. In the event of a price extension error, the unit price will be accepted as correct.
  - E. The School Board may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other School Boards within the State of Florida.
  - F. Changes or amendments to the School Board standard "General Purchasing Terms and Conditions" submitted with your Invitation to Bid document may result in your Bid being deemed "non-responsive."
  - G. The district hereby notifies interested parties that the purchasing agreements and state term contracts, available under Section 287.056, of the Department of Management Services will be reviewed for the subject of the award recommendation of this solicitation.
- 35. POSTING OF BID CONDITIONS/SPECIFICATIONS, CLARIFICATIONS, AND INTERPRETATIONS.**
- A. This Bid will be posted for review by interested parties on VendorLink, the School Board's third party notification service, and this link is accessible on the Purchasing and Distribution Services Department's website at: <https://www.scps.k12.fl.us/district/departments/purchasing/comp-solicitations-contracts/> and will remain posted up to and including the Due Date of this Bid. In accordance with Florida Statutes 120.57(3), with respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. **Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceeding under Chapter 120, Florida Statutes.** School Board Policy #6326 – Bid Protests may be found online at <https://www.scps.k12.fl.us/district/school-board/policies-procedures/>.
  - B. Any questions concerning the terms, conditions or specifications will be directed to the designated Procurement Agent referenced on the Bidder's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Procurement Agent in writing at least ten (10) workdays prior to the due date of the Bid. Failure to do so, on the part of the Bidder will constitute an acceptance by the Bidder of any consequent decision.
  - C. An addendum to the Bid shall be issued and posted for those interpretations that may affect the eventual outcome of this Bid. It is the Bidder's responsibility to assure the

receipt of all issued addendum. No person is authorized to give oral interpretations of or make oral changes to the Bid. Therefore, oral statements given before the Bid due date will not be binding. The School Board will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted at least five workdays prior to the due date on the third party notification link and is accessible on the Purchasing and Distribution Services Department's website at: <https://www.scps.k12.fl.us/district/departments/purchasing/comp-solicitations-contracts/>. The Bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

- D. The School Board reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes.
36. **SOLICITATION DOCUMENTATION & PUBLIC RECORDS.** Meetings involving oral presentations by Bidders or negotiations are closed to the public. Responses to this solicitation, and recordings of oral presentations or negotiations shall become "public records" upon award recommendation or thirty (30) days after the solicitation due date, whichever is earlier, and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in response to this solicitation, identify the data and other material to be protected, and state the reasons why such exclusion from public disclosure is necessary.
37. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL.** The Bidder must clearly identify any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority. The Bidder must also simultaneously provide the School Board with a separate redacted copy of its response. The redacted copy shall contain the School Board's solicitation name, number, and the name of Bidder on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the School Board at the same time Bidder submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
- A. Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend and indemnify the School Board for any and all claims from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- B. If the Bidder fails to submit a Redacted Copy with its response, the School Board is authorized to produce the entire documents, data or records submitted by Bidder in response to a public records request for these records.
38. **GREEN PROVISION.** The School Board supports and encourages the purchase of products and services that use recycled post-consumer waste are energy efficient and/or environmentally friendly. Products that are comparable to the Bid specifications stated herein and are reusable, refillable, repairable, more durable, and less toxic may be purchased or used where practicable and cost effective as an alternative at the discretion of the Board. The Board also encourages and promotes using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. The Bidder shall be responsible for providing packaging that will protect the products shipped and documentation which demonstrates how their products or services meet this provision.
39. **SAFETY DATA SHEET.** If applicable, a Safety Data Sheet (SDS) must be submitted with your Bid for all hazardous materials/chemicals included herein. Failure to provide required information will render your Bid non-responsive and rejection of your Bid.
40. **CONFLICT OF INTEREST.** Bidder is subject to the provisions of Chapter 112 Florida Statutes. The Bidder must disclose with their response the name of any company owner, officer, director,

agent or representative who is also an employee of the School Board or their immediate family which owns any interest of any amount in the Bidder's company, partnership, or agency. (See Attachment"D")

41. **CONTACT / LOBBYING.** All questions for additional information regarding this Bid **must be directed to the designated Procurement Agent noted on page one.** Prospective Bidders, employees, agents or representative shall not contact nor lobby any member of the Seminole County School Board, Superintendent, members of the Evaluation Committee, or staff regarding this Bid prior to posting of the final tabulation and award recommendation on the website. Any such contact shall be cause for disqualification and rejection of proposal.
42. **CONTINGENT FEE PROHIBITED.** The Bidder warrants that they have not employed or retained any third party other than the Bidder's employee or agent to solicit or secure an award hereunder and that they will not paid a fee, commission, percentage, gift or other consideration to a third party upon or resulting from the award hereunder. Violation shall constitute a breach of contract and termination of agreement and a deduction from any outstanding obligations for the full amount of the fee, commission, percentage, gift or consideration paid.
43. **DAMAGES RECOVERY.** The Bidder agrees to the use of Damages Recovery in the event Bidder fails to perform in accordance with the provisions herein. On the occasion where the Bidder has been found to be in default of contract, or any material provision thereof, or fails to remedy any deficiency in performance, School Board may procure the necessary supplies or services from an alternative source and hold the Bidder financially responsible for any excess costs incurred. The difference between the Bid price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Bidder. In addition, default will result in termination of contract and a prohibition against future business with School Board for a term of not less than three years. Nothing in this paragraph shall be deemed to limit the available damages that may be recovered by School Board as a result of Bidder's failure to perform.
44. **SUB-CONTRACTORS.** The Bidder is responsible for performance and meeting all specifications and for the performance of any sub-contractors used in conjunction with an award hereunder. The Bidder shall coordinate the use of any sub-contractor(s) with the School Board Representative and shall ensure that the sub-contractor(s) are qualified, insured, and that sub-Contractor's employees have security clearance and meet all requirements set forth herein.
45. **BID OPENING AND FORM.** Bid openings will be public on the date and time specified on the Bidder's Acknowledgment form. All Bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. It is the Bidder's sole responsibility to ensure their Bid(s) are received timely; School Board shall not be held responsible for late or missed delivery by third party delivery services. Bids by email, fax, or verbally (by telephone or in person) will not be accepted. **The public opening will acknowledge receipt of the Bid(s) only, details concerning pricing, or the offering will not be announced. All Bid(s) submitted shall become public record upon an announcement of a recommended award or 30 days after the due date whichever occurs first.**
46. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST.** Bid Tabulations with award recommendations are posted to VendorLink, the School Board's third party notification service, and this link is accessible on the Purchasing and Distribution Services' website at <https://www.scps.k12.fl.us/district/departments/purchasing/comp-solicitations-contracts/>. **Failure to file a written protest within 72 hours of the posting as prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules.** Bid tabulations or recommendations are available through the School Board's third-party notification service and notices will not be mailed. School Board Policy #6326 – Bid Protests may be found online at <https://www.scps.k12.fl.us/district/school-board/policies-procedures/>.

47. **BID PREPARATION COSTS.** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Bid.
48. **AGREEMENT FORM.** For Invitations to Bid (ITB) where no separate written agreement is executed, this ITB document, any written amendments to the ITB, the Bidder's response to the ITB, the SBSC Purchase Order, all attachments to each of them, and all terms, conditions, and specifications contained therein, constitute the written agreement between the parties and shall govern all aspects of performance and payment for the Project. Where there is a separate written agreement as a result of an award hereunder, such agreement shall incorporate all terms, conditions, and specifications contained in the ITB, the Bidder's response to the ITB, the SBSC Purchase Order, and all attachments to each of them, unless specifically amended in writing. All awards hereunder shall be issued a Purchase Order in confirmation to any award under this solicitation.
49. **REPORT OF UNSATISFACTORY MATERIALS AND/OR SERVICES.** A "Report of Unsatisfactory Material and/or Service" form (Exhibit C) shall be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the Contractor's history. The report and process will assist the Purchasing and Distribution Services Department to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of Contractor from future Bidding.
50. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** In accordance with Section 287.135 of the Florida Statutes, THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The School Board may terminate any contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case-by-case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the School Board determine that the conditions set forth in Section 287.135(4) are met.
51. **WITHDRAWAL OF BID.** In accordance with School Board Policy 6320, no competitive solicitation may be withdrawn after submission except with the approval of the Director of Purchasing and Distribution Services. After award by the Board, no solicitation may be withdrawn by the Bidder except for a material error as determined by the Board.
52. **FLORIDA PREFERENCE.** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Bidders

having a principal place of business outside the State of Florida. All Bidders must complete and submit Attachment H, with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to [leg.state.fl.us/Statutes/index.cfm](http://leg.state.fl.us/Statutes/index.cfm) for additional information regarding this Statute.

- 53. CONFIDENTIAL MATERIALS, PERFORMANCE AND PAYMENT BOND, AUDITED FINANCIAL STATEMENTS, AND LITIGATION INFORMATION.** Confidential materials, Performance and Payment Bond, Audited Financial Statements, and Litigation Information shall be submitted in this section – any materials that qualify as “trade secrets” shall be segregated, clearly labeled, and accompanied by an executed Non-Disclosure Agreement for Confidential Materials. All Respondents shall certify and provide a statement that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the School Board of Seminole County (See Attachment I).
- 54. ILLEGAL ALIEN LABOR.** The parties shall each comply with all federal and state laws, including but not limited to section 448.095, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The parties must not knowingly employ unauthorized aliens working under this agreement and should such violation occur shall be cause for termination of the Agreement. The parties will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its new employees working under this agreement hired during the contract term, and will further include in all subcontracts for subcontractors performing work or providing services pursuant to this Agreement an express written requirement that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor to work under this agreement during the contract term. The Contractor shall receive and retain an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien to work under this agreement. Contractor’s knowing failure to comply with this subsection may result in termination of the Agreement and debarment of the Contractor from all public contracts for a period of no less than one (1) year.

**FEDERAL GRANTS TERMS AND CONDITIONS.** For any solicitation that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

- 55. RECOVERED MATERIALS (2 CFR §200.322) applies to all contracts greater than \$10,000.** Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 56. FEDERAL DRUG FREE WORKPLACE** Contractor agrees to comply with the drug-free workplace requirements for federal Contractors pursuant to 41 U.S.C.A. § 8102.
- 57. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352) applies if contract is greater than or equal to \$100,000.** Contractor certifies that it has filed the required certification and 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 an 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. Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. (See Attachment "F").

58. **ENERGY EFFICIENCY / CONSERVATION (42 U.S.C. 6201).** Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
59. **CLEAN AIR ACT (42 U.S.C. 7401 et seq.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA and notify SBSC concurrently within 30 days of notice of the violation.
60. **REMEDIES FOR VIOLATION OR BREACH OF CONTRACT.** Failure of the Vendor to provide products within the time specified in the ITB shall result in the following: The Procurement Agent shall notify Vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Vendor cannot provide product, SBSC reserves the right to purchase product from the next lowest responsive and responsible bidder. The defaulting Vendor may be responsible for reimbursing SBSC for the price differences.
61. **DEBARMENT AND SUSPENSION.** Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Contractor certifies 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.
62. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows:
  - A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - B. Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - C. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records the Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. Contractor will include the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## II. **SPECIAL CONDITIONS**

1. **INTRODUCTION.** Seminole County Public Schools (SCPS) is the 12th largest school district in Florida and is 60th nationally with more than 67,000 students and 10,000 employees. SCPS is a leader in education throughout Central Florida and the State and is widely recognized as a Premier National School District. SCPS consists of 37 elementary schools, 12 middle schools, nine (9) high schools, six (6) special centers, a virtual school, and four (4) charter schools. The purpose of this ITB is to award a contract, or to issue multiple awards to the responsive and responsible bidder(s) who can provide the inspection and servicing of Fire Extinguishing Systems.



2. **PRE-SOLICITATION MEETING.** A voluntary pre-solicitation meeting will be held for all interested Bidders on the day and time listed on page 1 of this solicitation. An overview of the solicitation process and review of scope of services will be conducted at this meeting. Any questions regarding the technical specifications shall be submitted in an email to the Procurement Agent responsible for this solicitation. Answers to these questions will be issued in the form of a written addendum.
3. **TERM.** This Bid will be effective upon Board approval or November 15, 2022, whichever is later, for a period of three (3) years and may be renewed for an additional two-year renewal period upon agreement by all parties. The School Board of Seminole County Florida reserves the right to cancel this contract by giving 30 days' notice of cancellation before the end of any fiscal year that falls within the term of this contract. Please refer to Section 3, for multiyear agreements.
4. **AWARD.** Bid shall be awarded all or none, by lot, by partial lot, or by item as indicated in Exhibit B, Price Schedule, to the lowest responsive and responsible bidder(s) meeting all specifications, terms and conditions. Bidder should carefully consider each item for conformance to bid specifications. In addition, the School Board reserves the right to make multiple awards such as a primary, secondary, etc. for all items.
5. **QUANTITIES / VOLUME OF BUSINESS.** Quantities shown on the Price Schedule are the School Board's anticipated needs and are not to imply or guarantee any purchase quantities during the term of this agreement.
6. **SPECIAL DELIVERY REQUIREMENTS.** All pricing shall be quoted FOB inside delivery to Seminole County Florida unless otherwise indicated and all items shall meet or exceed the Specifications/Scope of Work under Section III of this solicitation. All equipment shall be delivered to the School Board Maintenance Warehouse at 820 East State Road 434, Winter Springs, FL 32708.
7. **ADDING/REMOVING SERVICE LOCATIONS.** If applicable, SBSC Superintendent and the Assistant Superintendent of Operations or their respective designee shall have the authority to add and/or remove locations to services, by a written amendment, to this contract prepared by the Director of Purchasing and Distribution Services or designee, as necessary through the term of this contract.
8. **EMERGENCY WORK**
  - A. When SBSC determines there is an emergency, the SBSC's Project Manager or authorized representative will verbally authorize the Contractor to perform the work. SBSC's Project Manager will subsequently issue a fully executed Purchase Order.
  - B. Contractor shall perform emergency work within four (4) hours of receiving notification from the SBSC's Project Manager.
  - C. Contractor shall immediately notify SBSC upon completion of the emergency work.
  - D. Contractor shall submit to the SBSC's Project Manager the name and phone number(s) of personnel(s) designated to respond to emergencies. Contractor shall ensure its designated personnel is available seven (7) days a week, twenty-four (24) hours and is reasonably near SBSC, who may be contacted in the event of an emergency or in cases where immediate action is necessary or to handle any other problem that might arise. Contractor's supervisors of emergencies shall have the ability to effectively communicate and respond to questions from SBSC's staff.
  - E. In the event of an emergency affecting the safety or protection of persons, or the work or property at the work site or adjacent to the site, Contractor, without authorization from the SBSC's Project Manager, shall safely act to prevent damage, injury, or loss to property. If Contractor believes that there are significant changes in the work or variations from the contract documents, Contractor shall contact the SBSC's Project Manager as soon as possible by telephone and written notice, but no later than twenty-four (24) hours after the occurrence of the emergency. If the SBSC's Project Manager determines that

a change in the contract documents is required because of the action taken in response to an emergency, a written directive will be issued to document the consequences of the changes or variations. If Contractor fails to provide written notice within the twenty-four (24) hours of occurrence of the emergency, Contractor will have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

- F. Contractor shall provide before, during, and after a public emergency, disaster, hurricane, flood, or other acts of nature to SBSC on a "first priority" basis tree service. SBSC will pay the Contractor a fair and reasonable price for any service, not included in this contract, but requested, in event of a disaster, emergency or hurricane.

## 10. REPAIR SERVICES

During the life of an equipment, the equipment may require repairs including diagnostic services, SBSC Project Manager will contact the Contractor when services are necessary. Contractor shall respond within twenty-four (24) business hours of SBSC notification. If required, Contractor shall diagnose the device and provide a cost estimate of the work required to return the device to full operational service. Contractor shall include in its cost estimates the following, but not limited to:

- 1) Type, brand, model and/or serial number of the elevator,
- 2) Name of technician,
- 3) A unique proposal/estimate number (assigned by Contractor),
- 4) Date inspected,
- 5) Date cost estimate was prepared,
- 6) Diagnosis,
- 7) Parts required, and direct costs (excluding sales taxes) plus the Contractor's overhead and profit,
- 8) Labor (time required to perform work multiplied by appropriate contract labor rate),
- 9) Timeframe for completion of repairs, and
- 10) Total price.

Contractor shall perform all work within the timeframe specified within the cost estimate.

If parts and materials from manufacturer other than the original manufacturer is necessary, Contractor shall obtain prior written approval from SCPS Project Manager.

## 11. MINOR REPAIRS

Contractor may proceed with repairs that cost \$250 or less. If the repairs are estimated to exceed \$250, then Contractor shall submit a cost estimate to SBSC for approval. If Contractor provides a verbal quote, a written quote shall be submitted to the SBSC Project Manager within four (4) hours of the verbal quote. Contractor shall not perform any work without prior written approval from SBSC. Upon completion of any authorized work, Contractor shall provide a report that includes, but not be limited to, the following information:

- 1) Name of Contractor, contact person, and phone number,
- 2) Type, brand, model and/or serial number of the equipment,
- 3) Proposal and authorization number that authorized the repair work,
- 4) Summary of repair work,
- 5) The name(s) of technician that performed the work and the associated date(s) and time(s) that the work was performed, and
- 6) Parts and materials used.

Note: SBSC shall not be responsible for Contractor's labor, or any parts or materials ordered, and/or installed on SBSC equipment due to the Contractor misdiagnosis of the repair problem.

## 12. **EQUIPMENT WARRANTIES**

Contractor shall warrant parts and labor on all repairs for a minimum of one (1) year. If repairs are necessary, Contractor shall inform SBSC Project Manager or approved designee, if the repairs are eligible for clam against manufacture or vendor's warranty. Contractor shall verify the "Warranty Period" for each unit prior to submitting quotes to the SBSC Project Manager or approved designee. Any repairs eligible for manufacturer's warranty shall be performed at no cost to SBSC. If the Contractor is not able to perform the warranty work, Contractor shall assist SBSC in facilitating the repairs with the manufacturer.

## 13. **SITE CONTROL**

- A. Contractor's employees shall sign-in and out at the main office of the facility where work is to be performed. Contractor and its employees shall, always, wear shirts and ID badges. Company's T-shirts with company's name and/or logo are permitted; however, company's uniforms are recommended by SBSC.
- B. At all times, Contractor shall not interfere with ingress or egress of the building or normal operations of SBSC employees or vehicles and must barricade and/or post signs to maintain a safe distance to avoid creating hazardous condition for pedestrians, property, and vehicles.
- C. Contractor shall be responsible for the professional appearance (clean and appropriately dressed) of all its employees assigned to the project(s) and comply with SBSC's rules.
- D. Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to the work being performed on site.
- E. Contractor shall be responsible for any damage caused by its materials, equipment, workers, or agents.
- F. Contractor shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of the project. Contractor shall not leave materials or equipment on the work site unsupervised. SBSC will not provide onsite storage. Contractor shall remove all waste from the site upon completion of work.
- G. Contractor shall be responsible for any equipment or tools left on project site. SBSC will not be responsible for the theft or vandalism to Contractor's equipment left unsupervised on SBSC's property.
- H. Contractor shall properly secure rooms (floors/walls/windows), as needed, with visqueen (plastic sheeting) or necessary material to protect the surrounding environment and prevent dust and debris.
- I. Contractor shall take every possible precaution necessary to prevent fire. Contractor shall remove daily any flammable materials/waste from the work site.
- J. Upon completion of the work, Contractor shall remove all temporary protections and leave the area clean and in order.

## 14. **ENVIRONMENTAL PROTECTION**

- A. Contractor shall comply with Environmental Protection Agency (EPA) used oil rule Title 40 of the Code of Federal Regulations (CFR) Part 279.
- B. Contractor shall comply with all local, state, and federal laws, statutes, ordinances, rules, and regulations applicable to the Federal Endangered Species Act of 1973, as amended, 16 U.S.C. §1531 et seq., and the Florida Administration Code R. 68A-27.0001 (Rules Relating to Endangered or Threatened Species).
- C. In the event the Contractor violates any provisions of this section while performing services for SBSC, Contractor shall explain or justify its action to the local, state, and federal agencies responsible for the protection and enforcement of the environment. If SBSC receives a citation from any of the environmental agencies, Contractor shall

automatically become a party-respondent under said citation. SBSC will immediately notify the Contractor and provide a copy of said citation. Contractor shall comply with the requirements of the citation and correct the offending condition(s) within the time stated in said citation and be responsible for all fines and/or penalties.

15. **HOURS OF OPERATION**

- A. **NORMAL HOURS OF OPERATION.** Unless otherwise requested by the SBSC's Project Manager, all work shall be performed between the hours of 7:00 AM and 3:30 PM, Monday through Friday. Contractor shall not perform work on Saturdays, Sundays, or the following Holidays:
  - 1) New Year's Day
  - 2) Marlin Luther King, Jr. Day
  - 3) Presidents' Day
  - 4) Memorial Day
  - 5) Independence Day
  - 6) Labor Day
  - 7) Thanksgiving Day
  - 8) Day after Thanksgiving
  - 9) Christmas Day
  
- B. **AFTER HOURS WORK.** "After Hours" are any emergency services as described herein that were directed by the SBSC's Project Manager and performed outside the hours and days stated under Section 15. *Normal Hours of Operation* will be considered "After Hours" and shall be billed in accordance with the "After Hours" prices in the Price Schedule.

16. **RESPONSE AND COMPLETION TIME**

- A. Contractor shall respond to non-emergency service calls within twenty-four (24) hours from the time of notification.
- B. Contractor shall provide seven (7) days by twenty-hour (24) hour emergency number to SBSC. Emergency calls made from a representative of the Department of Facilities Services outside of business hours will be followed by an email on the following business day.
- C. Contractor shall invoice emergency service and repairs available on a 24-hour basis at the standard time or after-hours in accordance the Price Schedule.
- D. Contractor shall provide to the SBSC's designated contact person a work schedule that includes the estimated commencement and completion dates.
- E. If the Contractor does not perform work within the scheduled time and day, then SBSC reserves the right to call another Contractor to perform the required work.

17. **CORRECTION OF WORK.** Contractor shall promptly correct all work rejected by SBSC as a result of unsatisfactory or lack of conformance to the contract documents. Contractor shall be responsible for all costs for correcting rejected work, including compensation to SBSC for additional services necessary to correct the deficiency.

18. **CHANGES IN WORK**

- A. Contractor shall not perform any additional work or other changes covered by the Scope of Work for a project without an executed Change Order. SBSC assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.
- B. Change Orders will not be issued for incidental items or tasks that should have been reasonably part of the work by the Contractor.

**19. RENTAL EQUIPMENT/SUBCONTRACTORS**

- A. In conjunction with Section 24. Assignment, Contractor shall not subcontract any part of their services to another company or individual without prior written approval from SBSC Facilities Services Project Manager. If applicable, Contractor shall submit a list of subcontractors with their submittal.
- B. If the Contractor must hire a subcontractor and/or rent equipment to complete the work, Contractor shall obtain prior written approval from the SBSC's Project Manager. Contractor shall itemize the cost of the subcontractor or rental equipment in their quote and invoice. Contractor may add as overhead and profit up to fifteen (15) percent to the actual cost of the subcontractor or equipment rental in their quote excluding any sales tax. Contractor shall provide a copy of the subcontractor or/and equipment rental's itemized invoice with their SBSC invoice. Under no circumstances shall subcontractor's and/or vendor's quote include sale tax in their quote and invoice.

**20. SAFETY**

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall comply with Occupational Safety and Health Administration (OSHA) requirements and any other industry, federal, state, or local government standards. Contractor and subcontractors of any tiers shall take all necessary safety precautions, and necessary protection to prevent damage, injury or loss to persons or property.
- B. Contractor shall ensure that all safety devices installed by the manufacturer on the equipment that are utilized by the Contractor and subcontractors of any tiers on the work site are always in proper working condition. Contractor and subcontractors of any tiers shall immediately repair or remove equipment from service until the deficiency is corrected to the satisfaction of the SBSC.
- C. SBSC may periodically monitor the work site for safety. Should there be safety or health issues, SBSC has the authority, but not the duty, to direct the Contractor or subcontractors of any tier to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by SBSC, the work shall be immediately suspended and not resume until the unsafe condition(s) has been remedy.
- D. Contractor and subcontractors of any tier shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.
- E. Should the Contractor and subcontractors any tiers fail to maintain a clean and safe work site, SBSC may clean up the work site and deduct the cost from the Contractor's invoice. Upon final completion, the Contractor and subcontractors of any tier shall thoroughly clean all areas where work has been performed as mutually agreed with SBSC's Project Manager.
- F. Contractor and subcontractors of any tier shall maintain all equipment, materials, and operations to the work site and areas identified in the contract documents. Contractor and subcontractors of any tier shall assume all responsibility for any damage to any area resulting from the performance of work.
- G. Contractor and subcontractors of any tier shall notify SBSC of any hazardous materials used on the work site and provide SBSC a copy of the Safety Data Sheets. Contractor shall immediately report any spillage of hazardous chemicals or wastes by the Contractor and subcontractors of any tiers to the SBSC's Project Manager, and cleanup the spillage in accordance with all state and federal regulations. Contractor shall be responsible for the cost of cleanup of any spillage of hazardous chemicals or wastes caused by the Contractor and subcontractors of any tier. Contractor shall provide a copy of the complete report showing compliance with local, state, and federal agencies to SBSC's Project Manager. Contractor shall be responsible to immediately notify SBSC of the location and

description of any hazardous chemicals or conditions discovered during the normal operation.

**21. PROTECTION OF EXISTING STRUCTURES UTILITIES WORK AND VEGETATION**

- A. Contractor shall repair or replace, at Contractor's expense, property damaged as a result of Contractor or subcontractor of any tiers' operations, such as but not limited to, buildings, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mailboxes, turf, SBSC sign, building contents, or other property owned by the SBSC or private landowner, in a manner prescribed by and at the sole satisfaction of the SBSC's Project Manager or authorized representative. Contractor shall be responsible for any claims submitted to the SBSC, such as but not limited to, from utility companies or landowners, as a result of damage caused by the Contractor or subcontractor any tiers. SBSC reserves the right to deduct from the Contractor's invoice payment made to settle claims as a result of damages caused by Contractor or subcontractor of any tiers. Contractor shall complete and submit to SBSC charges for repairs, or receipt of repairs, prior to submitting invoice to SBSC. If the repairs performed by the Contractor is not in accordance with SBSC standards, SBSC will perform the repairs and deduct the associated cost from the amount due the Contractor.
- B. Contractor shall notify SBSC immediately of any complaints. Contractor shall address all complaints within two (2) business days and submit a written report to SBSC's Project Manager outlining actions taken to resolve the complaint.
- C. If there is an accident involving the public while completing the work, Contractor shall immediately inform SBSC's Project Manager of the incident. Contractor shall submit a written report of the incident to SBSC within two (2) business days. Contractor shall provide a copy of any report file with law enforcement to SBSC's Project Manager.

**22. CLEAN UP/SURPLUS MATERIAL REMOVAL & DISPOSAL**

- A. At no cost to SBSC, Contractor and subcontractor of any tiers shall be responsible for the removal of all unwanted surplus material and debris from the project site at the end of each workday Contractor shall include all costs associated with clean-up and debris removal in the lump sum price. Contractor shall always maintain the project site clean and neat during performance of work. Contractor shall clean the work area before leaving the project site for the day. Contractor's work shall not interfere with the regular operating hours of SBSC. Upon final completion of the project, Contractor shall thoroughly clean-up the work area to SBSC's Project Manager's satisfaction.
- B. Contractor shall disposal and handle all materials associated with clean-up in accordance with local, state, and federal regulations. Contractor shall include in their proposal the actual cost of disposal fees without markup. Contractor may invoice the cost of labor associated with the disposal and handling of all materials at the standard and after-hours rates.

**23. INVOICES**

- A. Contractor shall submit their invoice(s) to: [AP\\_Epay@scps.k12.fl.us](mailto:AP_Epay@scps.k12.fl.us), [facilities\\_payrequest@scps.k12.fl.us](mailto:facilities_payrequest@scps.k12.fl.us), and [facilities\\_payrequest@scps.k12.fl.us](mailto:facilities_payrequest@scps.k12.fl.us), after service(s) has been completed. Additionally, the general invoice requirements as set forth below shall state in detail the work that was performed by the Contractor, if required, include a copy of the quote/proposal and itemization of costs/fees in accordance with the Price Schedule. Contractor shall submit their invoice(s) no later than thirty (30) calendar days after completing services or delivery/acceptance of goods. Under no circumstances shall Contractor submit invoice(s) in advance to SBSC for work that has not completed, or goods not delivered and accepted by SBSC.

B. Contractor shall state in their invoice the MSRP/List Price, MSRP/List Price percent discount, and provide a copy of the MSRP/List Price. Failure to submit invoices in the prescribed manner may delay payment. Payments to Contractor shall be in accordance with Local Government Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. All invoices shall include:

- 1) Company name, address, and contact information,
- 2) Name of SBSC requestor,
- 3) SBSC contract number,
- 4) SBSC work order and/or Purchase Order number,
- 5) Date of service,
- 6) Site of delivery or service,
- 7) Equipment info (make, model, serial number),
- 8) Detail summary of work performed,
- 9) List of products and materials used,
- 10) MSRP or List Price on used products,
- 11) Percentage discount off MSRP or List Price, and
- 12) Total amount due.

24. **SUBMISSION OF PROPOSALS.** All proposals **must be received and accepted in the Vendorlink portal, [www.myvendorlink.com](http://www.myvendorlink.com) before the ITB Closing Date and Time to be considered.**

**SUBMITTALS.** Proposers shall submit one (1) digital original of their signed Bid Solicitation in pdf and/or Excel format.

1. Submit Proposals electronically through [VendorLink](http://VendorLink) at [www.myvendorlink.com](http://www.myvendorlink.com).
2. Upload files only in Excel (.xls or .xlsx) and Adobe Portable Document Format (.pdf).
3. Enable printing on files submitted.
4. Ensure the Invitation to Bid and Proposer's Acknowledgement is part of the submission.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
6. Contact VendorLink technical support at [support@evendorlink.com](mailto:support@evendorlink.com), if technical difficulties arise during proposal submission.
7. Follow all instructions outlined in this solicitation and provide all requested information.

***SCPS may ask the selected Bidder to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution only if instructed to by the Purchasing Department.***

25. **DELIVERY OF PROPOSALS.** Prior to contract execution only if instructed to by the Purchasing Department. Bidders shall deliver one (1) original and (1) copy of their signed Bid solicitation in portable document format (pdf.) and/or Excel format on a flash drive in a sealed envelope to:

The School Board of Seminole County, Florida  
Purchasing and Distribution Services  
400 East Lake Mary Boulevard  
Sanford, Florida 32773

Please see [Attachment "K"](#) for mailing label.

II. **SPECIFICATIONS / SCOPE OF WORK**

1. Contractor shall, to SBSC' satisfaction, provide labor, materials, equipment, supervision, and all other items necessary to properly and completely provide the inspection and servicing of Fire Extinguishing Systems to Seminole County Public Schools, in accordance with Exhibit A, attached hereto.

III. **SUBMITTAL REQUIREMENTS.** The Bidder shall include the following documents with their submittal:

1. Invitation to Bid and Bidder's Acknowledgment (on Page 1) - Signed by an authorized representative of the Bidder.
2. Exhibit B, Price Schedule - Signed by the Bidder.
3. Attachment "A," Drug-Free Workplace Certification
4. Attachment "B," Reference Document (minimum of three (3) references.)
5. Attachment "C," Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
6. Attachment "D," Disclosure of any Conflict of Interest
7. Attachment "E," Scrutinized Company Certification
8. Attachment "F," Byrd Anti-Lobbying Amendment Certification **(To be submitted if bid exceeds \$100,000)**
9. Attachment "G," Emergency / Storm Related Catastrophe Agreement
10. Attachment "H," Bidder's Statement of Principal Place of Business
11. Attachment "I," Confidential Materials, Bond, Audited Financial Statements, and Litigation Information – intentionally omitted
12. Attachment "J," Draft Services Agreement - Intentionally omitted
13. Addenda, if applicable - Signed by the Bidder.
14. If a Florida Corporation, a screenshot of the company's "ACTIVE" business entity registration through sunbiz.org.
15. If a Non-Florida Corporation (Foreign), a screenshot of the company's "ACTIVE" business entity registration.

**\*\*MAKE SURE ALL DOCUMENTATION IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER. FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION ON THE GROUNDS OF NON-RESPONSIVENESS TO THE REQUIREMENTS OF THE BID.**



**ATTACHMENT "A"**  
**DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) 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 workplace 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 employees 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.

**Bidder's Signature:** \_\_\_\_\_ **Printed Name/Title:** \_\_\_\_\_

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

**ATTACHMENT "B"**  
**REFERENCE FORM**



**The School Board of Seminole County, Florida**  
Purchasing and Distribution Services Department  
400 East Lake Mary Boulevard  
Sanford, Florida 32773

**The Next Line to Be Completed by the Firm Being Referenced:**

*Firm:* \_\_\_\_\_

*School Board ITB Number and Title: ITB 22230015B-AS – Fire Extinguishing System Inspections and Servicing*

The School Board of Seminole County is currently evaluating qualifications of various firms to provide the above professional contract services and the indicated firm has listed you as a reference, having performed similar services for your organization. Please take a few moments to complete the following survey and return to firm requesting reference. Your assistance in providing this information is appreciated. **\*Reference forms shall be included in your bid submittal.**

**This Section to Be Completed by the Reference Provider:**

What specific services did this firm provide?  
\_\_\_\_\_

Was the firm responsive to your needs and requests?  Yes  No

Was there good communication between the client and the firm?  Yes  No

Was the firm proactive in resolving problems and disputes?  Yes  No

Was the staff professional and knowledgeable?  Yes  No

Were the services completed on time and within budget?  Yes  No

Has this firm ever been awarded a repeat contract by your Organization for similar services?  Yes  No

Would you award a contract to this firm again for similar services?  Yes  No

How would you rate the overall performance of the firm?

Excellent  Very Good  Satisfactory  Unsatisfactory

Comments: \_\_\_\_\_  
\_\_\_\_\_

Name of Person Providing Information:

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

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

Company/Agency: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT "C"**

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048  
Lower Tier Covered Transactions***

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

***(Read instructions on page two before completing certification.)***

- A. The prospective lower tier 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;
- 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 proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.*

**ATTACHMENT "C"**

**Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ATTACHMENT "D"**  
**CONFLICT OF INTEREST**

I HEREBY CERTIFY that

1. I (*printed name*) \_\_\_\_\_ am the (*title*) \_\_\_\_\_  
and the duly authorized representative of the firm of (*Firm Name*) \_\_\_\_\_  
whose address is \_\_\_\_\_, and that I possess the legal  
authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board of Seminole County, nor has any outstanding past due debt to the School Board of Seminole County, Florida; and
4. The School Board of Seminole County reserves the right to disqualify ITB's upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the ITB process as required by law, upon the part of the Respondent(s), the School Board Professional Consultant(s) or any School Board employee(s) who may, or may not, be involved in developing ITB specifications and/or firm ITB schedules. Multiple ITB's from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Respondent is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Respondents, the School Board Professional Consultant(s) or School Board employees. Contractors involved in developing an ITB specification or Contractors with knowledge of ITB specifications prior to the advertisement shall be disqualified from participating in the ITB process.

EXCEPTIONS (List)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

Sworn to and subscribed before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Commission Expires \_\_\_\_\_ (Seal)

**ATTACHMENT "E"**  
**SCRUTINIZED COMPANY CERTIFICATION**

I hereby swear or affirm that as if the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - b. Have a material business relationship involving the supply of military equipment, or
  - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - b. Have made material investments with the effect of significantly enhancing Iran 's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: \_\_\_\_\_

SIGNATURE and DATE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

**ATTACHMENT "F"**  
**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**  
**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned company certifies to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

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

\_\_\_\_\_  
Signature of Company's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Company's Authorized Official

\_\_\_\_\_  
Date

**ATTACHMENT "G"**  
**EMERGENCY / STORM RELATED CATASTROPHE AGREEMENT**

Due to Acts of God, Acts of Terrorism or War, any vendors working with the School Board shall acknowledge and agree to the following terms and conditions. This will allow the School Board to obtain Federal funding if available.

**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 municipal government, through the School Board, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as determined by the School Board. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Seminole County or other government entity as opposed to a private citizen, on a first priority basis. The School Board expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

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

\_\_\_\_\_  
Signature of Company's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Company's Authorized Official

\_\_\_\_\_  
Date

Emergency Telephone Number: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_

Cellular Phone Number: \_\_\_\_\_



**ATTACHMENT "H"**  
**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**  
*(Must be completed & submitted with each competitive solicitation)*

Name of Bidder: \_\_\_\_\_

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

**Proceed as follow: IF your principal place of business above is located within the State of Florida, the Bidder must sign below and attach to your solicitation. 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 solicitation. Failure to comply shall be considered to be non-responsive to 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), Fla. Stat., 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), Fla. Stat.

**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 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: \_\_\_\_\_

Bidder's Printed Name: \_\_\_\_\_ Signature \_\_\_\_\_

**ATTACHMENT "1"**  
**CONFIDENTIAL MATERIALS, PERFORMANCE ND PAYMENT BOND, AUDITED FINANCIAL STATEMENTS, AND LITIGATION INFORMATION**

Confidential materials shall be submitted in this section – any materials that Respondent asserts as “trade secrets” shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials (Attachment “1”) and provided in a separate envelope and/or flash drive.

**A. Financial Stability.** Each Respondent is required to submit documentation to demonstrate that their business is fiscally and operationally sound, with sufficient human and financial resources necessary to (1) fulfill the implicit and explicit contractual obligations identified in this solicitation and (2) provide the level of services required by the specifications that result from the solicitation process. **Respondent shall submit the following documentation with their submittal to avoid disqualification.**

**Respondents are required to submit the following checked items (if both 1 and 2 are checked then Respondent may submit either 1 or 2):**

**1. Preferred Documentation:** Respondent shall provide a commitment letter from their surety with their submittal. Commitment letter shall:

- a. be written by a surety that (1) holds a certificate of authority authorizing it to write surety bonds in Florida with a minimum A.M. Best’s Rating of “A-” (or industry equivalent),
- b. be on the surety’s letterhead,
- c. be countersigned by a licensed Florida agent appointed by the surety, and
- d. state that the surety will provide a fidelity bond. The actual amount of the fidelity bond will be established during the negotiation phase.

The surety shall also maintain a current certificate of authority as an acceptable surety on Federal bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in Circular 570, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in Circular 570 and the surety shall provide evidence satisfactory to the Board that the amount in excess of the net retention is protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised September 1, 1978 (31 CFR Section 223.10, Section 223.11).

**IMPORTANT: The required value of the bond may increase or decrease during the negotiation phase and/or contract term if the contract value changes. SBSC shall determine the actual amount of the bond, based upon the final specifications agreed in the award.** Surety will be required to provide fidelity bond through a licensed Florida agent within ten (10) days after the Board’s approval of the final agreement.

**2. Substitute Documentation:** Audited Financial Statements

- a. Submit the Respondent’s two (2) most recent fiscal years’ complete, audited Financial Statements, including income statement, balance sheet, statement of owner’s equity, statement of cash flows, management analysis and discussion, and financial notes sections.
- b. Provide the name, title, address and phone number of the financial officer of the Respondent responsible for providing this information.
- c. The Respondent’s audited financial statements will be evaluated by the District’s Chief Financial Officer(s) and/or designee(s) to determine the Respondent’s ability to meet the implicit and explicit contractual obligations identified in this solicitation and provide the level of services required by the specifications that result from the solicitation process.

**3. No Financial Documentation Required.**

**B. Pending Litigation Disclosure.** Each respondent is required to provide disclosure of any current or pending litigation on the Respondent’s letterhead. Respondent shall disclose any material changes in the business operations of the Respondent, including without limitation any pending bankruptcy proceedings, bankruptcies, receiverships, mergers, acquisitions, stock acquisitions or spin-offs which have occurred within the last three (3) years and any material pending or threatened litigation. If appropriate, discuss the impact of these changes on the Respondent’s financial or managerial ability to perform the noted tasks under this Contract.

**EXHIBIT "A"**  
**SCOPE OF WORK**

**Attached hereto.**

**PURPOSE**

The purpose of this solicitations is to establish licensed Contractor(s), who have been in business for a minimum of five (5) consecutive years, for the inspection and servicing of Fire Extinguishing Systems for the School Board of Seminole County (SBSC). Contractor shall furnish / supply all labor, materials, supplies, test equipment, and supervision as stated herein. Pricing shall be submitted on the pricing schedule attached to this document and shall be in the form of bid line-item prices, standard, and after-hours hourly rates.

This is an indefinite quantity contract with no guarantee of a volume of services that may be required. The SBSC will issue purchase orders on an as "needed" basis and does not guarantee a minimum or maximum dollar amount to be expended on any contract resulting from this procurement item. SBSC reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Contractors; to reject all offers or waive any minor irregularity or technicality in bids received.

1. **INSPECTIONS** - All services performed under the terms of this agreement shall comply with the regulations of the State Fire Marshal and the Department of Education, State of Florida, as they pertain to fire extinguishers & chemical extinguishing systems. Guidelines established by the NFPA shall be followed during the inspection. Automatic extinguisher systems shall be inspected and/or serviced on a 6-month schedule. Fusible links shall be replaced semiannually. The links must bear a current date.
2. **PERFORMANCE** - Contractor will complete all inspections during the year. Contractor shall not sub-contract to another firm or individual without prior written authorization from SBSC Facilities Services Fire Inspector.
3. **MANPOWER, EQUIPEMENT & SUPPLIES** – Contractor shall furnish labor, equipment, and materials needed to inspect and perform required service, including maintenance, recharging, and repairs, when needed on all fire extinguishers and chemical extinguishing systems within the district. SBSC Maintenance Department will supply a list, monthly, of facilities needing fire extinguisher and chemical extinguishing system services.
4. **REMOVAL OF EXTINGUISHER** – A working extinguisher with a current inspection tag must be furnished, at no cost, in the event any unit is removed for servicing from a facility. A list of removed extinguishers shall be given to the facility Supervisor or Principal showing the serial number and model number of each unit removed.
5. **MATERIALS** – Material quality is expected to be commercial grade. All materials used shall be billed at Contractors net cost plus the percentage amount as bid.
6. **HOURLY LABOR RATE** – Labor shall include full labor compensation and only apply to parts not listed on the Price Schedule.
7. **REPAIR TIME** – 36 hours (thirty-six hours exclusive of weekends) shall be allowed for repairing and recharging an extinguisher after notification that a unit needs attention.
8. **SERVICE TIME** – Contractor shall respond to all non-annual service requests within 24 hours.
9. **SERVICE REPORTING** – Contractor shall submit a list weekly of any service performed for that week. This list shall include the location and date of service completed. Contractor shall list each fire extinguisher and room number on the field report at the time of extinguisher recertification and provide copy of field report with invoice.
10. **TAGGING AND LABELING** – Contractor shall ensure that all fire extinguishers are of the proper rating and that these are properly installed and marked as per the NFPA & Florida Administrative Code 69A-21.
11. **RECORD OF SERVICE** – Contractor shall maintain records, which identify fire extinguishers recharged, or pressure tested, during the period of this agreement. It shall be the responsibility of the Contractor to make follow up calls as often as necessary to perform the required service. Any costs regarding the Fire Marshal's permanent record shall be included in the proposal price.
12. **QUANTITIES** – The quantities shown in the Price Schedule are estimates only. The actual quantities may fluctuate.
13. **SIGN IN/SIGN OUT**- The Awarded bidder's personnel shall be required to sign-in and sign-out at each district office/school office upon arrival. Contact information will be provided after award.

**EXHIBIT "B"**  
**PRICE SCHEDULE**

**Attached hereto.**

Price schedule will be uploaded as a separate document.

All pricing shall be quoted FOB inside delivery to Seminole County Florida unless otherwise indicated and all items shall meet or exceed the Specifications/Scope of Work under Section III of this solicitation. Please refer to Section I, subsection 30, if bidding alternatives.

**Bidder's Signature:** \_\_\_\_\_ **Printed Name/Title:** \_\_\_\_\_

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

**EXHIBIT "C"**  
**REPORT OF UNSATISFACTORY MATERIALS AND/OR SERVICE**

<b>SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA</b> <b>PURCHASING AND DISTRIBUTION SERVICES DEPARTMENT</b> 400 East Lake Mary Boulevard Sanford, Florida 32773 <b>REPORT OF UNSATISFACTORY</b> <b>MATERIALS AND/OR SERVICE</b>
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Purchase Order No.	Bid No.:
Vendor Name:	User School/Dept.:
Address:	Prepared by:
City, State, Zip:	Date:
Telephone No.:	Principal/Dept. Head Signature:

STATEMENT OF PROBLEM: (Specifics of Unsatisfactory Materials or Service)
<i>Attach supporting documentation</i>

*Use reverse side or attachments if necessary*

Vendor's Response to Complaint
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**To Above Referenced Vendor:** The above complaint has been submitted by a Seminole County school and/or department. In the space below (or via attachment), kindly respond within 10 days. Failure to respond, or an unsatisfactory response, could result in withholding payment on your invoice, termination of contract, or could be cause for disqualification from future bidding with the School Board of Seminole County.

Response:

Vendor Representative:	Signature:
	Date:
Title:	Telephone No:

**ATTACHMENT "K"**

**DELIVERY OF BIDS**

When instructed proposals shall be sealed and delivered or mailed to:

The School Board of Seminole County, Florida  
Purchasing and Distribution Services  
400 East Lake Mary Boulevard  
Sanford, Florida 32773

Please cut out below and place on outermost packaging of bid proposal.

**\* DO NOT OPEN \* SEALED BID \* DO NOT OPEN \***

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

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

**SEALED BID NUMBER: ITB 22230015B-AS**

**BID TITLE: Fire Extinguishing Systems Inspections and Servicing**

**BID DUE ON: October 13, 2022, at 3:00 P.M. EST**

Deliver to: The School Board of Seminole County, Florida  
Purchasing and Distribution Services  
400 East Lake Mary Boulevard  
Sanford, Florida 32773

**\* DO NOT OPEN \* SEALED PROPOSAL \* DO NOT OPEN \***

**Note: SCPS may ask the selected Bidder to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution only if instructed to by the Purchasing Department. All proposals must be received and accepted in the Vendorlink portal, [www.myvendorlink.com](http://www.myvendorlink.com) before the ITB Closing Date and Time to be considered.**