



Pasco County Schools

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Nicole Westmoreland, Purchasing Agent

813/ 794-2221 727/ 774-2221

352/ 524-2221 Fax: 813/ 794-2111

E-mail: nwestmor@pasco.k12.fl.us

To All Interested Parties:

You are hereby invited by the District School Board of Pasco County submit proposals for the following:
RFP # 16-067-SB Bank Courier Services

Submittal Deadline Date: June 14, 2016 prior to 2:30 pm

Pasco County Schools will consider all interested companies for this RFP. To be considered, sealed proposals must be received by **June 14, 2016 prior to 2:30 pm (Eastern Standard Time)**; attention Stephanie Bunford in the Office of the Purchasing Agent, District School Board of Pasco County, 7227 Land O'Lakes Blvd, Land O' Lakes, Florida 34638.

If not signed as indicated, the proposal may be automatically disqualified for failure to properly execute the official document. Envelopes must be sealed and clearly marked on the outside "Sealed Proposal". A cutout label for this purpose follows for your convenience.

It is possible that an Addendum may be issued to this RFP. Any such Addenda will be posted at <http://www.pasco.k12.fl.us/purchasing/vendors/> (under "Vendor Bid"). You **must** be registered with Vendor Bid in order to receive automatic notification of solicitations and Addenda.

The District School Board of Pasco County reserves the right to waive minor informalities in any proposal, to accept any proposal which they consider to be in the best public interest, and to reject any part of, or any and all proposals. Failure to read or comply with the enclosed terms and conditions in no way relieves proposers from their liabilities arising hereunder. Proposals cannot be withdrawn prior to Board approval without a valid written explanation from the proposer and written consent of the Purchasing Agent.

Respectfully,

Nicole Westmoreland, MBA
Purchasing Agent

NW/sb

Attachments

Please note the important RFP requirements outlined below. Failure to provide all information contained in this section will result in the vendor's proposal being deemed non-responsive and, therefore, eliminated from further consideration.

Initial	Page(s)	MANDATORY SUBMITTALS
_____	2-5	Documents must be signed in ink, by an officer or employee having the authority to bind the company.
_____	9	Company Representative Information, Experience, Delivery Staff Credentials, Pricing
_____	11	Proof of Insurance – Include a copy of current certificate and Performance Bond
_____	14-20	I have received and read the District's Terms and Conditions
Initial	OTHER SUBMITTALS	
_____	Addenda (if applicable)	

SIGNATURE PAGE FOR RFP 16-067-SB.

The signing of this RFP certifies that I have read and agree to abide by the accompanying cover letter, general terms and conditions, special terms and conditions, and specifications. This sheet and the accompanying documents constitute a firm offer from the proposer; however, acceptance by The Board of any or all parts herein does not constitute a contract. Before commencing any work, the Superintendent or his authorized representative shall properly execute a contract, and it shall become the written agreement between the parties. All terms and conditions of this RFP are included and become a part of the written agreement between the parties.

Qualified Company Name

City, State, Zip Code

Address

Telephone # Area Code

Print Name **Title**

Signature of Certifying Official **Date**

CONFLICT OF INTEREST

Proposer **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this proposal.

SECTION I

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

Signature of Certifying Official

Print Name

Qualified Company Name

Address:

City, State, Zip Code

SECTION II

I hereby certify that the following named Pasco County Schools official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 14236 Sixth Street, Dade City, Pasco County, Florida, 33523, prior to RFP opening.

Name

Title or Position

Date of Filing

Name

Title or Position

Date of Filing

Signature of Certifying Official

Print Name

Qualified Company Name

Address

City, State, Zip Code

DRUG-FREE WORKPLACE FORM

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that 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 response 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 responses will be followed if none of the tied providers has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish as 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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 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 applicable laws, rules and regulations.

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

Signature of Certifying Official

Print Name

Title

Date

PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful proposer, purchases may be made under this RFP by other governmental agencies within the State of Florida. Such Purchases shall be governed by the same terms and conditions as stated herein. Please sign one.

Agree _____

Decline _____

PURCHASE ORDER RECEIVING:

The District has implemented an Enterprise Resource Planning (ERP) system. This financial system provides the District with the ability to send purchase orders to vendors electronically via email.

Bidders must complete the following section regarding your company's preference for receiving purchase orders. Please choose one of the following:

Name: _____

Email Address: _____

OR

Attention: _____

Mailing Address: _____

PROCUREMENT CARD PAYMENT:

The District School Board of Pasco County has a purchasing card program through JP Morgan Bank, using the VISA network. Vendors can receive payment from the purchasing card in the same manner as other VISA purchases. The School District will have individual(s) designated to coordinate payments for products approved under this contract in a timely fashion. Visa card payments MUST be at no charge to the District.

Please indicate your ability to accept VISA in the space provided below.

Yes _____ No _____

Please note any restrictions associated with the processing of procurement card purchases below:

JESSICA LUNDSFORD ACT– EMPLOYMENT/EMPLOYEE BACKGROUND CHECKS

Awarded vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract will complete the background screening required by the referenced statutes and meet the standards established by the statutes. Background screenings must be completed through the District School Board of Pasco County Human Resources Department, 813-794-2522. The awarded vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees.

SUBMITTAL INFORMATION

Sealed proposals must be received in the Purchasing Services Office, District School Board of Pasco County, 7227 Land O'Lakes Blvd, Land O' Lakes, Florida 34638, by the time and date specified in the project schedule. Delays due to mail handling, including but not limited to the District's internal mail handling, will not excuse late delivery of a bid. Late submittals are considered non-responsive, and will therefore be rejected and returned unopened to the company. It is solely the responsibility of the company to ensure the submittal is received in the Purchasing Services Department within the defined time schedule noted herein.

District School Board of Pasco County
Purchasing Services Department
7227 Land O'Lakes Blvd
Land O'Lakes, FL 34638
Building #4 Business Service Center
813-794-2221
www.pasco.k12.fl.us/purchasing

SEALED PROPOSAL – DO NOT OPEN

SEALED RFP NO: **16-067-SB**

RFP TITLE: **Bank Courier Services**

DUE DATE/TIME: **June 14, 2016 prior to 2:30 pm, Eastern Standard Time**

SUBMITTED BY: _____

The following instructions have been developed specifically for this RFP and may or may not be the same as previous or future solicitations for this type of service or commodity. This document, and any Addenda issued, will serve as the contract between the District (hereafter "District," "Owner," or "Board") and the awarded vendor (hereafter "Proposer," "Contractor," or "Vendor"). No separate document will be negotiated or executed. The District reserves the right to deem conditional proposals (i.e., counter-offers on specific terms and conditions) non-responsive; any such proposals will not be considered.

Scope of Work: The intent of this RFP is to establish a contract between a qualified document and currency courier company and the District for a bonded and insured non-armored bank courier service.

Contract Term: The initial term of this contract will commence on August 1, 2016 and shall remain in effect for three (3) years. It may be renewed for a period that may not exceed three (3) years at the mutual agreement of the parties. If needed, the District reserves the right to extend this contract for a ninety (90) day period beyond the expiration date. Services will cover the school year of 180 days at all listed locations, and selected locations during the extended school year in July and August 2016. The company will be advised by the District of the summer locations and calendar and of certain locations requiring service continuously through the year. The initial orientation school site visits will be August 15, 2016, with courier pick-ups beginning August 16, 2016.

Price Increases/Decreases: Each year of the contract, the Purchasing Agent may grant a price increase or institute a price decrease based on the rate of inflation determined by the Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics or any successor or substitute index appropriately adjusted from the commencement of the initial term of the contract to commencement of each extension period.

Timeline:

Issue RFP	May 26, 2016
Deadline for Q&A	June 3, 2016
Responses due to Purchasing	June 14, 2016
Evaluation	June 15-22, 2016
Anticipated Board Award	July 5, 2016

Contact Information: The contact person for this solicitation is Stephanie Bunford, CPPB, Buyer, Purchasing Services, at sbunford@pasco.k12.fl.us. Questions must be submitted to her in writing by the due date noted above. Proposers are strongly encouraged to post their questions on Vendor Bid where answers can be posted electronically.

Pick-up Information: The successful company must pick-up all deposits on the day of the week scheduled by each of Pasco County schools at a pre-arranged time between the hours of approximately 6:30 am and 2:30 pm. The time of day for the pick-up shall be set by the company and the school, established and adhered to, so that the school can plan accordingly. Exceptions to establish times must be agreed upon, in advance in writing, by the Director of the Food and Nutrition Services Department or her designee. Deposits shall be collected and deposited to the account at the bank serving the School District. The bank of record for the District is JPMorgan Chase Bank. Deposits may be held overnight in a bank-type vault until the following banking day for delivery to the bank. Currently there are 79 locations in the District that have daily banking responsibilities.

Current requirements are 5 pick-ups per week (Monday, Tuesday, Wednesday, Thursday, and Friday) for all schools. Each school has a bank bag drop safe that requires both a school official and bank courier key to open. (All safes are keyed the same for bank courier key only).

Pick-ups will not be required on holidays and no charge shall occur for days when the schools are closed. See the schedule of key dates noted on page 11. In addition, pick-ups are not required on the first day following extended holidays (example Thanksgiving, winter and spring breaks).

OFFICIAL RFP DISTRICT SCHOOL BOARD OF PASCO COUNTY, FLORIDA

RFP Title: Bank Courier Services

RFP Number: 16-067-SB

Failure to make a scheduled pick-up at any school will be deducted from monthly payments to Company. Such deduction will be done only upon receipt of written notice of non-pick-up from the school(s) involved.

If for any reason a school wishes to cancel or reschedule a pick-up, the company will be given at least twenty-four (24) hours' notice. On a canceled pick-up, no pick-up charge shall be made until service is ordered resumed by the school. The District reserves the right to change the number of pick-ups per week at any location where available equipment and isolated circumstances require a specific to include, but not limited to, break-ins. All changes in the number of pick-ups must be communicated in writing and agreed upon by mutual agreement of school and company. The Food and Nutrition Services Department must be informed of any and all changes.

In the event that the bank courier service is canceled for other than cause and/or deposits are not available for pick-up by the courier at the normally scheduled time, the District agrees to a billing adjustment as follows:

- If less than 5% of schools in a route are canceled or unavailable for pick-up, no adjustment will be made.
- If 6-10% of schools in a route are canceled or unavailable for pick-up, a 5% surcharge will be assessed to the actual charges for the day for that route.
- If 11-25% of schools in a route are canceled or unavailable for pick-up, an 8% surcharge will be assessed to the actual charges for the day for that route.
- If 26-50% of schools in a route are canceled or unavailable for pick-up, a 15% surcharge will be assessed to the actual charges for the day.
- If over 50% of schools in a route are canceled or unavailable for pick-up, rerouting will be attempted. In an effort to address specific circumstances, the courier company owners and the representative of the District will negotiate a solution fair to both parties.

Please note, the District schools and departments will be closed on select Fridays during the months of June, July and August. New schools and other alternate locations opening during the period of this contract shall be serviced at the contracted rate. The District also reserves the right to suspend pick-ups at identified locations due to possible construction. Specific direction will be provided by the Food and Nutrition Services (FNS) Department.

After approval by the School Board, the awarded vendor must provide the District with a printed schedule of pick-up hours for each school location served. This will facilitate payment and reduce waiting time for service hours at various schools. The awarded proposer will provide a log book/sheet for couriers to sign for all monies picked-up. Log book/sheets are to remain at school sites.

The successful company must provide an unbroken audit trail between each school pick-up location and the bank deposit:

- A. Inspect bags to verify properly sealed.
- B. Take receipt of properly sealed bags by signing date log book and recording pre-numbered bag on log sheet.
- C. Deliver bags of deposit to designated banking locations.

Disputes involving broken audit trails will be referred to the District's Chief Finance Officer. Should disputes require court intervention; the District will withhold payments until a court decision is made.

Deposit Information: The bank of record for the District is JPMorgan Chase Bank. The hand-off time with our current supplier is approximately 3:00 pm. The daily deposit per location is between \$40-\$200 in cash and checks. The District does not allow for the awarded vendor to make night deposit drops. Deposits must be made to the District's vault facility at JP Morgan Chase Bank in Tampa.

Invoicing: Services are to be invoiced monthly to the District’s Food and Nutrition Services Department, Attention Jennifer Ferraiolo at jferraiolo@pasco.k12.fl.us. Payment for monthly invoices will be made utilizing a District p-card.

Company Representative: Proposer must list their business address below and must be staffed during normal District business hours (8 a.m. to 4:30 p.m.). The company representative listed below will be the individual that assists the District with credit card payments or any other situations that may arise.

Address: _____
Contact Person: _____
Telephone #: _____
Email Address _____
Office Hours: _____

Award Criteria:

Awards will be made to the responsive and responsible proposal with the highest points meeting written specifications. Experience and Delivery Staff Credential information submitted by each company will be evaluated by three (3) employees from the Food and Nutrition Services Department.

Experience	15 maximum points
Delivery Staff Credentials	15 points maximum points
Price	15 points maximum points

Experience: The District is desirous of awarding this contract to a qualified document and currency courier company. To properly evaluate a company’s qualifications, proposers must include an outline of the following:

Years in business under present company name: _____
Years in business in the Tampa area: _____
Current tracking system to ensure money is accounted for and delivered to the District’s vault within the agreed upon timeframe: _____

Delivery Staff Credentials:

Delivery staff years in this area of work and any other pertinent information about the staff that will be assigned to the District’s account: _____

If awarded, list the number of delivery staff assigned to this contract: _____

Pricing: Points will be assessed using the weight ratio of cost method.

Formula for weighted ratio of cost method:

Lowest proposed price for each pick up/Vendor’s submitted price x 15 = Points assessed

Fee for each deposit pick-up: \$ _____

Insurance: The awarded company shall purchase and maintain insurance for protection from claims under worker’s compensation acts: claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Company’s employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Company is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated “A” or better by Best’s Key Rating Guide. Limits of coverage shall be:

Coverage:	Minimum Required:
Worker’s Compensation	Statutory – F.S. 440
Commercial General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Premises Each Occurrence	\$50,000
Automobile Liability	
Commercial Auto Combined single limit (each accident)	\$1,000,000
Bodily Injury: Each Person	\$250,000
Bodily Injury: Each Accident	\$500,000

The Owner shall receive thirty (30) days’ prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Contractor shall procure substitute insurance so as to assure the Owner that the limits of coverage are maintained continuously throughout the period of this agreement.

Company must include proof of coverage in their proposed response. Once the RFP is finalized, the awarded vendor(s) must provide a certificate of coverage naming the District as the insured before the project start date or within 30 days of awarding the bid, whichever is less.

Workers compensation insurance is not required if the vendor has met the exemption eligibility requirements per F.S. 440.05. A **“Workers Compensation Certificate of Election to be exempt” must be provided stating the vendor meets the eligibility requirements for the issuance of exemption.**

Performance Bond: The awarded company hereby agrees to provide a performance bond for 100% of the contract amount within seven (7) calendar days after award of this contract. The bond shall be issued as payable to the District School Board of Pasco County, and must be maintained throughout the duration of the contract. Failure to provide the performance bond will result in the District rescinding and re-awarding the RFP to the next lowest responsive and responsible proposer.

NOTE: LETTERS OF CREDIT ARE NOT ACCEPTABLE.

Estimated Expenditures: It is estimated that approximately \$180,000 will be spent annually bank courier services on an as-needed basis. These are estimates only and may vary (i.e., greater than or less than) from the amounts. There are no guarantees, expressed or implied, that any amount whatsoever will be expended.

2016-2017 Key Dates

First Day of School for Students	August 15, 2016
Safe Lock Up, site visit	August 15, 2016
Labor Day – No Bank Courier Service	September 5, 2016
No Bank Courier Service	September 6, 2016
District In-Service – No Bank Courier Service	October 17, 2016
No Bank Courier Service	October 18, 2016
Veteran’s Day – No Bank Courier Service	November 11, 2016
Thanksgiving – No Bank Courier Service	November 21-25, 2016
No Bank Courier Service	November 28, 2016
Winter Break – No Bank Courier Service	December 23 – January 6, 2017
No Bank Courier Service	January 9, 2017
Martin Luther King – No Bank Courier Service	January 16, 2017
No Bank Courier Service	January 17, 2017
President’s Day - No Bank Courier Service	February 20, 2017
Spring Break – No Bank Courier Service	March 17 – 24, 2017
No Bank Courier Service	March 27, 2017
Last Day of School for Students	May 26, 2017
Memorial Day – No Bank Courier Service	May 29, 2017
Last Pick Up	May 30, 2017

Elementary Schools			
Anclote Elementary School	Fox Hollow Elementary School	Northwest Elementary School	Seven Oaks Elementary School
6419 Louisiana Ave - Temporary	8309 Fox Hollow Drive	14302 Cobra Way	27633 Mystic Oak Boulevard
New Port Richey 34653	Port Richey 34668	Hudson 34669	Wesley Chapel 33543
Calusa Elementary School	Gulf Highlands Elementary School	Oakstead Elementary School	Seven Springs Elementary School
7520 Orchid Lake Road	8019 Gulf Highlands Drive	19925 Lake Patience Road	8025 Mitchell Ranch Road
New Port Richey 34653	Port Richey 34668	Land O Lakes 34638	New Port Richey 34655
Centennial Elementary School	Gulf Trace Elementary School	Odessa Elementary School	Shady Hills Elementary School
38501 Centennial Road	3303 Gulf Trace Blvd	12810 Interlaken Road	18000 Shady Hills Road
Dade City 33525	Holiday 34691	New Port Richey 34655	Spring Hill 34610
Chasco Elementary School	Gulfside Elementary School	Pasco Elementary School	Sunray Elementary School
7906 Ridge Road	2329 Anclote Boulevard	37350 Florida Avenue	4815 Sunray Drive
Port Richey 34668	Holiday 34691	Dade City 33525	Holiday 34690
Chester W. Taylor Elementary	Hudson Elementary School	Pine View Elementary School	Trinity Elementary School
3638 Morris Bridge Road	7229 Hudson Avenue	5333 Parkway Boulevard	2209 Duck Slough Boulevard
Zephyrhills 33543	Hudson 34667	Land O Lakes 34639	New Port Richey 34655
Connerton Elementary School	James M. Marlowe Elementary School	Quail Hollow Elementary School	Trinity Oaks Elementary School
9300 Flourish Drive	5642 Cecelia Drive	7050 Quail Hollow Boulevard	1827 Trinity Oaks Boulevard
Land O' Lakes 34637	New Port Richey 34652	Wesley Chapel 33544	New Port Richey 34655
Cotee River Elementary School	Lacoochee Elementary School	Richey Elementary School	Veterans Elementary School
7515 Plathe Road	38815 Cummer Road	6850 Adams Street	26940 Progress Parkway
New Port Richey 34653	Dade City 33523	New Port Richey 34652	Wesley Chapel 33544
Cypress Elementary School	Lake Myrtle Elementary School	Rodney B. Cox Elementary School	Watergrass Elementary School
10055 Sweet Bay Court	22844 Weeks Boulevard	37615 Martin Luther King Boulevard	32750 Overpass Rd.
New Port Richey 34654	Land O' Lakes 34639	Dade City 33523	Wesley Chapel 33545
Deer Park Elementary School	Longleaf Elementary School	San Antonio Elementary School	Wesley Chapel Elementary School
8636 Trouble Creek Road	3253 Town Avenue	32416 Darby Road	30243 Wells Road
New Port Richey 34653	New Port Richey 34655	Dade City 33525	Wesley Chapel 33545
Denham Oaks Elementary School	Mitty P. Locke Elementary School	Sand Pine Elementary School	West Zephyrhills Elementary School
1422 Oak Grove Boulevard	4339 Evans Avenue	29040 County Line Road	37900 14th Avenue
Lutz 33559	New Port Richey 34652	Wesley Chapel 33543	Zephyrhills 33542
Double Branch Elementary School	Moon Lake Elementary School	Sanders Memorial Elementary School	Wiregrass Elementary School
31500 Chancey Road	12019 Tree Breeze Drive	5126 School Road	29732 Wiregrass School Road
Wesley Chapel 33543	New Port Richey 34654	Land O' Lakes 34638	Wesley Chapel 33543
Dr. Mary Giella Elementary School	New River Elementary School	Schrader Elementary School	Woodland Elementary School
14710 Shady Hills Road	4710 River Glen Boulevard	11041 Little Road	38203 Henry Drive
Spring Hill 34610	Wesley Chapel 33545	New Port Richey 34654	Zephyrhills 33542

Middle Schools	
Bayonet Point Middle School	Pasco Middle School
11125 Little Road	13925 14th Street
New Port Richey 34654	Dade City 33525
Centennial Middle School	Paul R. Smith Middle School
38505 Centennial Road	1410 Sweetbriar Drive
Dade City 33525	Holiday 34691
Charles S. Rushe Middle School	Pine View Middle School
18654 Mentmore Boulevard	5334 Parkway Boulevard
Land O' Lakes 34638	Land O' Lakes 34639
Chasco Middle School	Raymond B. Stewart Middle School
7702 Ridge Road	38505 Tenth Avenue
Port Richey 34668	Zephyrhills 33542
Crews Lake Middle School	River Ridge Middle School
15144 Shady Hills Road	11646 Town Center Road
Spring Hill 34610	New Port Richey 34654
Dr. John Long Middle School	Seven Springs Middle School
2025 Mansfield Boulevard	2441 Little Road
Wesley Chapel 33543	New Port Richey 34655
Gulf Middle School	Thomas E. Weightman Middle School
6419 Louisiana Avenue	30649 Wells Road
New Port Richey 34653	Wesley Chapel 33545
Hudson Middle School	
14540 Cobra Way	
Hudson 34669	

High Schools
Anclote High School
1540 Sweetbriar Dr.
Holiday 34691
Fivay High School
12115 Chicago Avenue
Hudson 34669
Gulf High School
5355 School Road
New Port Richey 34652
Hudson High School
14410 Cobra Way
Hudson 34669
James W. Mitchell High School
2323 Little Road
New Port Richey 34655
Land O' Lakes High School
20325 Gator Lane
Land O' Lakes 34638
Pasco High School
36850 State Road 52
Dade City 33525
Ridgewood High School
7650 Orchid Lake Road
New Port Richey 34653
River Ridge High School
11646 Town Center Road
New Port Richey 34654
Sunlake High School
3023 Sunlake Boulevard
Land O' Lakes 34638
Wesley Chapel High School
30651 Wells Road
Wesley Chapel 33545
Wiregrass Ranch High School
2909 Mansfield Boulevard
Wesley Chapel 33543
Zephyrhills High School
6335 12th Street
Zephyrhills 33542
District Office
Mail Room
7227 Land O Lakes Blvd.
Land O Lakes, FL 34638
Warehouse
7227 Land O Lakes Blvd.
Land O Lakes, FL 34638

Terms and Conditions

1. **General Bid Instructions**: These are standard terms and conditions for bidding procedures only for the District School Board of Pasco County, Florida, and can be superseded by special instructions and Addenda.

The District shall not be responsible for oral interpretations given by a District employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretations, clarification or additional information can be given that would change the terms and conditions of the bid. If any Addenda are issued to this bid, they will be available for vendors to download through <https://vendorbid.net/pasco>. However, prior to submitting the bid, it shall be the sole responsibility of each bidder to determine if Addenda were issued and, if so, to obtain such Addenda for attachment to the bid.

All questions pertaining to this bid shall be subject to compliance with Florida Statute Chapter 286.0113. Should any questions arise concerning this bid, please contact the Purchasing Agent's office in writing at 7227 Land O' Lakes Blvd., Land O' Lakes, FL 34638-2803 or via email to the Buyer/Buyer Assistant noted within this document. Bidders are strongly encouraged to post their questions on Vendorbid.net/pasco where answers can be posted electronically.

2. **Taxes**: No taxes shall be included in any bid price; the District is exempt from state and federal sales, use and excise taxes. Florida Sales Tax Exemption #85-8013921275C-1 and Federal Excise Tax Exemption #59-6000792.
3. **Immigration Reform and Control Act of 1986**: It is the sole responsibility of the bidder to comply with provisions of the immigration reform and control act of 1986. The District School Board of Pasco County hereby stipulates and affirms its policy of offering Equal Employment and Educational Opportunities for all persons regardless of race, creed, color, sex, national origin, age or handicap. The failure of any contractor supplier to the Board to comply with the terms of this Equal Employment Opportunity Policy will subject any contract or purchase order to revocation.
4. **Product Standards**: Where a definite product is specified, it is not the intention of the Board to discriminate against any "approved equal" product of another manufacturer, but is intended that a definite standard be established.
5. **Deviations from Specifications**: Any deviations from the attached specifications must be explained in detail; otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful bidder will be held responsible therefore.
6. **SIGNATORY AUTHORITY**: ALL BIDS MUST BE SIGNED IN INK (SEE OFFICIAL SIGNATURE PAGE OF THE BID DOCUMENTS) BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM.
7. **Erasures**: Erasures are not acceptable on bids. If changes are necessary, strike out or draw a line through incorrect price and write the correct price above. Bidder must initial all changes in ink.
8. **Conditional Bids**: The District reserves the right to deem conditional bids (i.e., counter-bids on specific terms and conditions) non-responsive and they may not be considered. The District will

also normally reject those which make it impossible to determine the true amount and quantity of the bid.

9. Orders: The award of the bid shall not constitute an order. Shipments shall be made or services shall be rendered when orders are placed, conforming to the bid, specifications, and general terms and conditions.
10. Product Guarantee: In all cases, bidder must submit a sample of actual factory written guarantee; unless otherwise specified, or in the absence of sample guarantee, the District will assume product is guaranteed for a minimum period of one (1) year from date of delivery and/or installation.
11. Foreign Specification: Products not manufactured in the U.S.A. must be noted as "foreign" and state the country of origin. Failure to do so may subject the bid to disqualification.
12. Quantity: Where indicated, quantities are estimates only; the Board reserves the right to purchase more or less, provided orders are placed within the time limits specified.
13. Bid Opening Attendance: All bidders have the right to attend the bid opening, if desired, per F.S. 119.071 and F.S. 255.0518.
14. Products/Service/Availability: All products, equipment, merchandise and miscellaneous material bid and/or ordered must be the latest manufacturer's model and design. Immediate service and parts availability must be guaranteed for a minimum of five (5) years.
15. Price Discrepancy: All prices, including total, must include any and all discounts. In the event of price discrepancy, the unit price will be considered correct. Any requirement by the vendor that "all or none" groups, quantities, or other criteria must be met, in order to qualify for bid prices will result in disqualification of the bid. Similarly, expiration dates or other constraints, which are in conflict with bid requirements, may result in disqualification.
16. Tie Bid: In the event of tie bids, awards will be decided in the following descending order until the tie bid has been resolved:
 - Local Preference (In accordance with Board Policy 6450)
 - Drug-Free Workplace
 - Certified Minority Vendor (Include with Bid Document)
 - Toss of the Coin
17. Substitutions: Substitution of other brands for items awarded and ordered is prohibited. Any exception must have prior written approval by the Purchasing Agent.
18. Payment: The District issues payment for merchandise within thirty (30) days from receipt of invoices provided the goods and/or services have been received in a satisfactory and proper manner. All discounts must be included in bid price and should be based on thirty (30) day payment. Except by prior agreement, the Board will not consider special discounts on shorter time intervals, nor will they consider bids that impose penalties or service charges for periods beyond thirty (30) days.
19. Bid Results: In accordance with the Administrative Procedures Act, all bid recommendations are posted at http://www.pasco.k12.fl.us/purchasing/board_recommendations/ seventy-two (72) hours prior to the special or regular School Board meeting.

20. Protests: In accordance with the Florida Administrative Procedures Act, bid tabulations/recommendations are posted for a minimum of seventy-two (72) hours prior to the special or regular School Board meeting on which official action will be taken. It shall be the interested party's responsibility to ascertain the actual date of posting and/or Board meeting for the specific bid of interest. All bidders are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of bids. Failure to adhere to Board Policy 6326, or failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Reference Board policy 6326 for specific information regarding vendor complaints and disputes.
21. Public Entity Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in 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.
22. Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110-(ED80-0013).
 - a) The prospective lower tier (\$25,000) participant certifies, by submission and signature of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
23. Prohibition Against Contracting with Scrutinized Companies: Pursuant to Section 287.135, Florida Statute, the bidder, by affixing its signature to this bid, certifies that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. At the option of the District, a contract is subject to termination if the vendor is found to have submitted a false certification as provide in Section 287.135(5) 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.
24. Fair Labor Standards Act - "Hot Goods": "The bidder's signature on the bid certifies that these goods are or will be produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and/or regulations and orders of the United States Department of Labor issued under Section 14 thereof."
25. Assignments: Any awarded bid or monies which may become due hereunder are not assignable except with the written consent of the Purchasing Agent.

26. Claims Responsibilities: In the event of receipt of merchandise with concealed damage, bidder will be immediately notified. It shall be the responsibility of the bidder to file claims for damage or defective merchandise.
27. Default: Should a bidder fail to perform after award of the bid, bidder acknowledges that bidder shall be liable to the District for the difference between such bid price and the price the District pays to secure the merchandise from another source, in addition to attorney's fees and costs of collection. Failure to pay said amount to the District upon demand would result in the bidder being barred from doing business with the District for a period not to exceed three (3) years from date of default. Thereafter, the bidder may request to be reinstated.
28. Gratuities: The process of public purchasing should be conducted in an impeccable and open manner, without conflicts of interest, in order to eliminate any possibility of, or even the appearance of, improper business relationships. In this regard, the District prohibits the acceptance of gratuities, gifts, or other favors that might give rise to doubts of impartiality. In the event that any gratuities, bribes or kickbacks are offered or tendered to any District employee as an inducement for award of a bid, the bidder's submittal shall be disqualified and the bidder shall not be reinstated.
29. Indemnification/Hold Harmless: As specified in Florida Statute, Section 768.28, the bidder agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the bidder and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.

During the term of this bid, the bidder shall indemnify, hold harmless, and defend the District, its agents or employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the District, its agents or employees may pay or become obligated to pay on account of any actions founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by the bidder, his agents or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by the District for the purpose of performing services.

30. Open Records: All information submitted in response to this bid shall be subject to compliance with Florida Statute Chapter 119.071, Public Records, and 815.045, Trade Secrets. All information submitted as Trade Secret information should be submitted in a separate envelope and so indicated. If challenged, the bidder who submits the Trade Secret information will bear all costs associated with defending their position.
31. Court Venue: Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate court in and for Pasco County, State of Florida. The laws of the State of Florida shall govern this transaction.
32. Discriminatory Vendor List: An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

33. Vendor's Records: The District reserves the right to review any and all vendor records that are connected with any District purchase resulting from this award for a period of not less than five (5) years after the end of the contract. It is the responsibility of the bidder to comply with all provisions of Florida Statute 119.0701 regarding public records access and retention, and failure to do so shall constitute a default and breach of this contract.
34. Collusion: The bidder, by affixing their signature to this bid, certifies that their bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same item(s)/service(s), and is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
35. Contractual Relationship: Nothing herein shall be construed as creating the relationship of employer or employee between the District and the vendor or between the District and the vendor's employees. The District shall not be subject to any obligations or liabilities of the vendor or his employees, incurred in the performance of the contract unless otherwise herein authorized. The vendor is an independent contractor and nothing contained herein shall constitute or designate the vendor or any of his employees as employees of the District. Neither the vendor nor his employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.
36. Disclosing Confidential Information: The District prohibits vendors from disclosing, utilizing, selling or sharing student or staff directory and/or confidential information for commercial purposes. When such information is required to perform the services outlined within the scope of this bid, vendors must obtain a written release through the Purchasing Agent. Vendors found in default of this clause will be removed from the District's active vendors' database for a period not to exceed three (3) years. Thereafter, the bidder may request to be reinstated. The District reserves the right to seek legal remedies for said breach as allowed by law.
37. Fiscal Non-funding Clause: In the event sufficient budgeted funds are not available, Purchasing Services shall notify the bidder of such occurrence and the contract shall terminate without penalty or expense to the District.
38. Termination / Cancellation of Contract: The performance of work under this contract may be terminated in accordance with this clause in whole, or in part, any time upon providing the bidder thirty (30) days written notice. Upon such termination, the bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the District shall have no further obligations to bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.
39. Termination for Default: The District's Purchasing Agent shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract. Documented instance(s) of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the District's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God. In the event of such termination, bidder acknowledges that bidder shall be liable to the District for the difference between such bid price and the price the District pays to secure the merchandise from another source, in addition to attorney's fees and costs of collection. In addition, termination for default may result in the company, its principals and/or officers being barred from doing business with the District for a period up to three (3) years from date of default. Thereafter, the bidder may request to be reinstated.

40. Ex Parte Communications: In order to preserve the integrity and impartiality of the assessment and award processes, bidders are strictly prohibited from discussing their proposals during any phase of the solicitation and/or award with members of the evaluation committee, administrative staff or School Board members except as specifically authorized by Florida State Statute 120.57 and School Board policy 6320. Failure to comply with this requirement will result in the bidder being automatically disqualified from the solicitation, and may result in the bidder being barred from doing business for a period of time not to exceed three (3) years.
41. Jessica Lundsford Act– Employment/Employee Background Checks: Awarded vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract will complete the background screening required by the referenced statutes and meet the standards established by the statutes. Background screenings must be completed through the District School Board of Pasco County Human Resources Department, 813-794-2522. The awarded vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees.
42. Proposer shall, in addition to any other obligation to indemnify the District to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, their agents, elected officials and employees from and against all claims, action, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or resulting or claims to have resulted in whole or in part from any actual or alleged act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or b) violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by contractor in the performance of the work; c) liens, claims or actions made by the contractor or any subcontractor or other party performing the work.
43. The failure of any bidder to thoroughly examine or to receive this RFP shall not relieve the bidder of the obligations contained therein.
44. All costs directly or indirectly related to the preparation of a response to this bid or any other presentation required by the District to clarify a bid shall be borne solely by the proposer.
45. In the event the proposer who is selected for contracting does not execute a contract within the time frame stated in the bid schedule, the District may give notice of intent to select the next most qualified proposer or request new bids, whichever is deemed appropriate.
46. Bid responses not conforming to the instructions provided will be subject to disqualification at the option of the District.
47. The District reserves the right to cancel the contract awarded to the successful bidder at any time with fifteen (15) days written notice if in its sole judgment the services rendered are for any reason unsatisfactory.
48. All prices (i.e., the “offer”) shall remain firm and in effect for a period of ninety (90) days from anticipated date of award. Once offer is accepted (i.e., RFP is awarded by the School Board) and the purchase order is issued, prices shall remain firm and fixed according to the terms and conditions of this RFP.

49. Performance of obligations under this RFP by each party shall be pursued with due diligence in all requirements herein; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other, in writing, of the nature, cause, date of commencement thereof, and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.
50. Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida. This contract is governed by the laws put forth by the State of Florida.
51. Before award of this contract, the responsive vendors may be required to show, to the satisfaction of the District, that they have the necessary facilities and ability to perform the work outlined in the specifications. The vendors may also be required to show that they have the experience in work of the same or similar nature and that they have references the District can contact to verify they have the ability to perform the work. At the discretion of the Purchasing Agent, or designee, vendors with poor/unsatisfactory references may be automatically disqualified from this RFP.

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