



Bay District Schools
 Purchasing Department
 1150 West 17th Street
 Panama City, Florida 32405
 850-767-4209

INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Central Time (CT): October 16, 2014	ITB NO.: 15-03	RELEASE DATE : October 1, 2014	POSTING DATE FOR AWARD RECOMMENDATION.: (on or about) October 21, 2014
Bids must be submitted to the Purchasing Department and received on or before 2:00 p.m. CT on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices <u>will not</u> be read at bid opening (Florida Statute 119.071 2.)		BID TITLE: Toner Cartridge Replacement Service	

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:	"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	
State: Zip Code:	City:
Telephone Number:	State: Zip Code:
Toll Free Number:	Contact:
Fax Number:	Telephone Number:
E-Mail Address of Authorized Representative:	Toll Free Number:
E-mail Address to Send Purchase Orders:	Fax Number:
Federal Tax Identification Number:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Invitation To Bid, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid; Bidder, its principals, or their lobbyists has not contacted any School Board Member, the Superintendent nor anyone in the District regarding this ITB except as authorized purchasing department representative identified herein. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate.
 I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title (Typed or Printed)

Posting of Bid Tabulations: Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either the specifications or intended awards within the time described in and in accordance with Section 120.57(3) Florida Statutes and School Board Policies, or failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on about **October 21, 2014**.

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

- | | | | |
|--|--|-----------------------------------|--|
| <input type="checkbox"/> Bid Bond | <input checked="" type="checkbox"/> Descriptive Literature | <input type="checkbox"/> Licenses | <input type="checkbox"/> Manufacturers Authorization |
| <input checked="" type="checkbox"/> References | <input type="checkbox"/> Bidder Questionnaire | <input type="checkbox"/> Other | |

Note: If your firm wishes to not submit a bid in response to the ITB, but remain on our bidder list, please complete and return, via mail or fax, this page of the ITB indicating "No Bid".

Section 3, General Conditions

1. SEALED BID REQUIREMENTS: The "Bidder Acknowledgement Section" must be completed, signed and submitted with the bid, the Bid Sheet(s), and any other pages upon which information is required must be completed and submitted with the bid. The District reserves the right to reject any bid that fails to comply with these submittal requirements. It is the bidder's responsibility to assure that his bid is delivered at or before the appointed time and to the appropriate place of bid opening. **THE BOARD WILL NOT BE RESPONSIBLE FOR BIDS NOT SO DELIVERED.** The completed bid must be submitted in a sealed envelope with the name and bid number clearly typed or written on the front of the envelope. Bids must be time stamped in the Purchasing Department on or before the bid due date and time to be considered. Bids not meeting this requirement will be returned unopened to the bidder. All corrections must be initialed.

2. ADDENDUM: Any changes to bid specifications will be communicated in writing by the Board. No change will be considered binding unless so provided.

3. OMISSION FROM THE SPECIFICATIONS: The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

4. SPECIAL CONDITIONS: Any and all Special Conditions that may vary from these General Conditions shall have precedence.

5. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.

6. PRICING QUOTED: Prices shall be firm, net of all discounts and in the units specified. All prices shall include delivery charges, FOB Destination (bidder pays and bears freight charges.) Award will be in accordance with the terms and conditions stated herein.

a) The District does not pay Federal Excise and State Taxes. The applicable exemption number is shown on the purchase order.

b) Bidders are expected to examine all specifications, delivery requirements, bid prices and extensions and all instructions. Failure to do so will be at bidder's risk.

7. ALTERNATE PRODUCTS: Bidders offering quotations on items other than the specified brand and model number shall provide complete descriptive literature in sufficient detail to indicate clearly that the item bid meets or exceeds the specifications. Failure to supply such information may result in rejection of your bid on the item in question. The District may require provision of a sample. The Board reserves the right to determine the acceptability of any item offered as an equivalent to a specified item.

8. SAMPLES: When samples are called for, they must be provided free of expense to the Board. Samples will be provided in the quantity and to the place specified. If not destroyed in evaluation, a bidder may have samples returned at their expense. The Board will dispose of any samples not claimed within 60 days of bid opening.

9. AWARDS: In the best interest of the District, the District reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.

10. SUBSTITUTIONS: The District WILL NOT accept substitute products of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the District. Any shipment of substitute products will be returned at the Awardee's expense.

11. PACKING SLIPS: It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference the District Purchase Order number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

12. NOTE TO VENDORS DELIVERING TO RL YOUNG WAREHOUSE: Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) 7:00 a.m. to 3:00 p.m. CT. Vendors must call ahead to 850-767-4206 to schedule delivery.

13. USE OF OTHER CONTRACTS: The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

14. PAYMENT: Payment will be made within 30 days of submission of a properly certified invoice to the District Business Office and acknowledgment of receipt of goods or services by the ordering cost center. Invoices shall bear the purchase order number.

Assignment of payment: Any purchase order issued pursuant to this bid request and monies that may become due hereunder are not assignable except with the written approval of the Board.

15. ASSIGNMENT: Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the District Purchasing Department. There shall be no partial assignments of this "Bid/RFP" including, without limitation, the partial assignment of any right to receive payments from the District.

16. EXTENSION: In addition to any extension options contained herein, the District is granted the right to extend any award resulting from this bid for the period of time necessary for the District to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of the District's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess

of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

17. PURCHASE BY OTHER PUBLIC AGENCIES: With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

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

19. PROTEST OF SPECIFICATIONS OR BID: ITB specifications were posted on the date noted on the cover sheet. Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either specifications or intended awards within the time described in and in accordance with Section 120.57(3), Florida Statutes and School Board Policies 6.104, or, failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

20. INSURANCE: Bidder, by virtue of submitting a bid, affirms full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that Bay District Schools shall be named as an additional insured under the General Liability policy including Products Liability. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

21. LIABILITY, INSURANCE, LICENSES AND PERMITS: Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

22. BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE: Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of bid, the Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

23. CANCELLATION: In the event any of the provisions of this bid are violated by the contractor, the Purchasing Department shall give written notice to the contractor stating the deficiencies and unless

deficiencies are corrected within five days, recommendation will be made to the Superintendent for immediate cancellation.

24. TERMINATION: This contract award may be terminated with or without cause by the District during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Bid. In the event of such termination, the District shall not be obligated to pay for any services beyond the effective date of termination.

25. PURCHASE AGREEMENT: This bid and the corresponding Purchase Orders will constitute the complete agreement. The District will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any District employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the District.

26. TIE BID PROCEDURES: When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

1. In-county preference
2. Company receiving larger dollar award of the bid
3. Coin toss.

27. CREDIT CARDS: Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders may be made via phone or fax for direct delivery and billing to the requesting work location. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

28. NONCONFORMANCE TO CONTRACT CONDITIONS: Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in: a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award. b) All departments being advised not to do business with vendor

29. CONE OF SILENCE: Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member or the Superintendent of Schools, after the Purchasing

Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the District. All communications regarding this solicitation shall be directed to the designated Purchasing Department contact unless so notified otherwise by Purchasing Department contact. Any vendor or lobbyist who violates this provision may cause their bid to be considered non-responsive and therefore be ineligible for award.

30. FINGER PRINTING AND BACKGROUND CHECK: The vendor/contractor agrees to comply with all requirements of Florida Statutes # 1012.465 (Also known as the Jessica Lunsford Act) by certifying that any/all employees who will be on schools grounds shall/will have completed this mandatory background screening as required by the referenced statutes and meet the standards established by the statutes and or meet any/all requirements of the District. These certifications will be provided to the Bay District Schools, Purchasing Department in advance of the vendor/contractor providing any/all services as required herein.

The vendor/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees.

The vendor/contractor will follow procedures for obtaining employees background screening as established by the Bay District Schools Safety & Security Department.

Where: Bay District Schools

1160 West 17th St

Panama City FL 32405-3789

When: Mon-Thurs, between the hours of 7:30am-4:30pm

Point of Contact: Doris Hill @ 850-767-4347

31. FIREARMS & WEAPONS:

The possession of any/all weapons, firearm and or any other device is strictly prohibited on any/all District properties as per Florida Statutes # 790.115 .

32. UNAUTHORIZED PERSONNEL:

At no time shall Contractor allow any people into the building other than bona fide employees of the contractor. At no time shall contractor allow family members, friends, etc. to be on the grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.

33. LOCAL PREFERENCE IN PURCHASING:

(a) Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services, including construction bids, through formal sealed competitive solicitations, the School District may give a preference to local businesses in making such purchase or awarding such contract, as follows:

1. Individuals or firms which have a home office located within Bay County, and which meet all of the criteria for Local Business as set forth in this policy, shall have the opportunity to submit to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder if their bid is within five percent (5%) of the overall lowest, non-local price.

2. Individuals or firms which do not have a home office located within Bay County, and which meet all of the criteria for a Local Business as set forth in this policy, shall have the opportunity to submit to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder if their bid is within three percent (3%) of the overall lowest, non-local price.

(b) Preference in request for proposals. In purchasing of, or letting of contracts for procurement of, personal property, materials, or contractual services for which a request for proposal is developed with evaluation criteria, a local preference of the total score may be assigned for a local business by adjusting the total score of the qualifying local business, as follows:

1. Individuals or firms which have a home office located within Bay County and which meet all of the criteria for a Local Business as set forth in this policy, shall be given a preference in the amount of five percent (5%).

2. A qualified and responsive Local Business that does not have a principal place of business located within Bay County, and which meets all of the criteria for a Local Business, shall be given preference in the amount of three percent (3%).

(c) Notice. Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.

(d) Certification. Any vendor claiming to be a Local Business as defined herein, shall so certify in writing to the purchasing department. The certification shall provide all necessary information to evidence that the vendor meets the requirements to qualify as a Local Business. The purchasing department shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a vendor meets the definition of a Local Business.

Local Business definition. For the purposes of this section, "Local Business" shall mean:

1. has had a fixed office or distribution point located in and having a street address within Bay County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposal by the District; and

2. holds any business license required by Bay County, and, if applicable, a municipality within Bay County.

34. CONFIDENTIALITY: Response documents related to this procurement process are governed by the Public Records Laws, Chapter 119, Florida Statutes. Information obtained in response to this RFP which is privileged and confidential will not be disclosed. Such privileged and confidential information includes information which, if disclosed might cause harm to the competitive position of the proposer supplying the information. Therefore, all proposers must visibly mark as "Confidential" the parts of their proposal which are considered to contain proprietary information. Any decision whether or not to publicly disclose information marked as confidential in this process rests solely with the District. Notwithstanding the above, all documents or other materials submitted by proposer, including claimed confidential information, will be open for inspection by any person in accordance with chapter 119, Florida Statutes. If proposer claims any part of same is confidential and exempt from chapter 119, Florida Statutes, proposer shall specify in writing at the time such materials are provided to the District, what materials are confidential and a cite to the statutory or other source of the claim of confidentiality. If there is a public records request for proposal documents or other materials submitted by-proposer and proposer has claimed certain materials

to be confidential and exempt from chapter 119, Florida Statutes, the District will notify proposer in writing that the materials claimed to be confidential and exempt will be produced pursuant to the public records request unless, within 10 calendar days of the date of the written notification, proposer initiates an action in a court of competent jurisdiction to obtain a preliminary injunction prohibiting release of the materials claimed to be confidential and exempt and a judicial declaration that the materials are confidential and exempt from chapter 119, Florida Statutes. Failure to timely initiate the action will be deemed a waiver by proposer of the claim that the materials are confidential and exempt by proposer designating materials as confidential and exempt, proposer agrees to hold Customer harmless from any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District in any action involving the claimed confidential and exempt materials. Any material submitted in response to this bid request will become public record. Any claim of confidentiality is waived upon submission of a bid.

35. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or be a 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 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (Florida Statutes Section 287.133) Proposer shall execute the attached form, Attachment A.

36. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions: Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement

contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

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

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

37. DRUG-FREE WORKPLACE CERTIFICATION: In accordance with Florida Statute 287.087, whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by a school board for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process. Proposer shall execute the attached form, Attachment B.

38. CONFLICT OF INTEREST DISCLOSURE: Any award there under is subject to provisions of chapter 112, F.S. and School Board Policy 6.3.132 all bidders must disclose – with their bid – the name of any officer, director, or agent who is also an employee of Bay District Schools. Further, all bidders must disclose the name of any Bay County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. Affirmation of such will be by signature on the Conflict of Interest form, Attachment C.

Section 4, SPECIAL CONDITIONS

- 1. BACKGROUND & OBJECTIVE:** Bay District Schools installed one Dell Model 2350DN printer in each of approximately 1400 classrooms in 2012. The objective of this bid is to establish a contract to provide new cartridges and installation services on an as needed basis.
- 2.** One manually signed original must be sealed in an envelope clearly labeled “**Bid Request No. 15-03, Toner Cartridge Replacement Service**” on the outside of the package. The legal name, address, proposer’s contact person, and telephone number should also be clearly annotated on the outside of the package.
- 3.** Bidders should become familiar with any local conditions which may, in any manner, affect the services required. The bidder is required to carefully examine the bid request terms and become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 4.** Bids not conforming to the instructions provided herein will be subject to disqualification at the **sole option of the School Board.**
- 5.** Any bid may be withdrawn prior to the date and time the bids are due. Any bid not withdrawn will constitute an irrevocable offer, for a period of 60 days, to provide the District with the services specified in the bid.
- 6. TIME SCHEDULE:** The District will attempt to use the following time schedule that will result in the selection of a firm.

Tuesday, Oct 1	Issue Bid Request
Thursday, Oct 16	Bid due date
Thursday, Oct 16-Tuesday Oct 21	Bid evaluation
Tuesday, Oct 21	Award recommendation posted
Tuesday, Oct 28	Board approval & contract
- 7. AWARD:** The School Board reserves the right to accept or reject any or all bids; to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all bids; to, before awarding the contract, require proposer(s) to submit evidence of qualifications or any other information the School Board may deem necessary; and, to cancel the bid request or portions thereof, without penalty.
- 8. TERM:** It is anticipated that the term of an agreement that would result from this bid request would be for one year, subject to earlier termination in accordance with terms. The agreement would be subject to annual renewal each year thereafter, and, be subject to termination by either party with at least ninety calendar days written notice at the end of each one year period. The term of agreement is negotiable.
- 9. INQUIRIES:** Board Policy prohibits potential bidders from contacting District personnel, including Board Members and Superintendent, relative to this bid. Any questions concerning conditions and specifications must be submitted in writing and received by John Harrison, Purchasing Department, no later than 2:00 PM, CT, October 8, 2014. Questions received in writing by the time and date specified

herein will be answered in writing. Neither Mr. Harrison nor any employee of the District is authorized to interpret any portion of this bid request or give information as to the requirements of the bid request in addition to that contained in the written bid request document.

Send all inquiries to attention:

John Harrison, GM of Purchasing, Contracting
& Materials Management
Purchasing Department
Bay District Schools
1150 West 17th Street
Panama City, FL 32405
PH (850) 767-4209 FAX (850) 872-7752
E-mail: harrijb@bay.k12.fl.us

10. ADDENDUM: Any addenda issued to this bid request, will be posted to the Purchasing Department Website. To access, go to: <http://www.bay.k12.fl.us>. Prior to submitting the response it shall be the sole responsibility of each proposer to contact the Purchasing Department (850) 767-4207 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the bid. No verbal or written information which is obtained other than by information in this document or by addendum to this bid request will be binding on the District.

11. UNAUTHORIZED PERSONNEL: At no time shall Contractor allow any people into the building other than bona fide employees of the contractor. At no time shall contractor allow family members, friends, etc. to be on the grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.

12. CONTRACTOR CONDUCT WHILE ON DISTRICT PROPERTY:

- A.** Contractor shall be responsible for the supervision and direction of work performed by its employees, agents and/or subcontractors. Bay District Schools shall not exercise any control or supervision over contractor's employees.
- B.** Contractor's employees shall observe the rules and policies of Bay District Schools while working on Bay District School's premises. Hours of work will be mutually agreed upon by site of work Manager and Contractor.
- C.** Contractor's employees/subcontractors will refrain from smoking or use of tobacco in any facility, property or vehicles owned by Bay District Schools in accordance with SBE Rule 2.113. Any person wishing to use tobacco products must leave the school grounds to do so.
- D.** Contractor's employees shall not operate in any method, school computers, telephones or other equipment. However, limited local emergency telephone calls may be completed.
- E.** Contractor's employees shall refrain from the use of vulgarities while on school board property.
- F.** All employees of and/or subcontractors shall wear proper attire for the work required. Clothing shall have no vulgarities or sexually suggestive graphics.
- G.** Employees of and/or contractors shall not have contact with District staff outside of appointed staff and/or administrator's hours as determined necessary by the facility managers.

At no time shall any employee of the contractor or a subcontractor be deemed an employee of Bay District Schools. The contractor will accept full and exclusive responsibility and liability

for compliance with all laws and regulations related to the payment of withholding taxes, tax contributions, expenses, commissions and benefits including, but not limited to, Social Security contributions, workers' compensation fees, and health care premiums.

Bay District Schools retains the right to require the contractor to dismiss any employee deemed incompetent, careless, insubordinate, or otherwise objectionable, or any personnel whose actions are deemed to be contrary to public interest or inconsistent with the best interest of Bay District Schools in connection with contractor's performance under the contract. Dismissed personnel are restricted from and shall not be allowed to return to any district site (s) without the submission of a written request from the contractor asking for approval from the district for the employee(s) to return to service. The contractor will not be responsible to the District for damages resulting out of bodily injury or damages to property which the contractor can establish as being attributable to the sole negligence of the District, its respective agents or employees.

13. MANDATORY FORMS:

1. Public Entity Crimes. Attachment A
2. Preference for a Drug Free Workplace. Attachment B
3. Conflict of Interest Disclosure. Attachment C

Section 5- SPECIFICATIONS

1. PRODUCTS: Toner Cartridges. Provide 6000 sheet yield black ink replacement cartridge for Dell 2350DN printer, Dell item #330-2650 is preferred. As an alternative, the District will consider remanufactured cartridges that meet or exceed the original equipment manufacturer (OEM) standards, and provide a minimum yield that meets or exceeds the OEM cartridge. Remanufactured cartridges will include new or refurbished parts that meet OEM, STMC and ASTM 1856 standards. "Remanufactured cartridge" is defined as a cartridge which has been completely disassembled, cleaned, lubricated and filled. The cartridge shall include a new long-life aftermarket photoconductor drum. All internal and exterior parts are to be properly refurbished or replaced with new. "Refilled cartridges" are not acceptable.

2. SERVICE:

- a. Provide all labor, tools, and equipment necessary to remove the current toner cartridge from the Dell 2350DN printers, and, replace with a new, or approved remanufactured 6000 sheet yield toner cartridge.
- b. Technicians shall be familiar with the Dell 2350DN printer. Technician shall ensure and confirm that the printer is in good working order and that the newly installed cartridge functions properly.
- c. Report problems to District personnel to be designated later.
- d. Return the empty cartridge in accordance with manufacturer's instructions for recycling of empty cartridges. Do not leave empty cartridge, packing materials, etc., at the school.
- e. The District will on a weekly basis provide a report of locations requiring toner replacement. Information in the report will include date, school, building, room number, and other similar information that may be determined as needed. Cartridges are to be replaced within one week of order.
- f. Vendor will submit a report of cartridges replaced each week on the form prepared by the District. The District will designate to whom the report is to be submitted.

3. INVOICING AND PAYMENT:

- a. Invoices will be submitted monthly to the office designated by the District.
- b. Payment will be made within 30 days of submission of a valid invoice and confirmation of the successful completion of the work.

BID FORM

In accordance with the terms and conditions of this bid request, we propose to provide toner cartridge replacement services for the cost of \$ _____ per cartridge.

Brand and model quoted: _____

FORMS AND ATTACHMENTS

INSURANCE REQUIREMENTS

The successful bidder shall furnish to the Board proof by Certificate of Insurance for each type of insurance listed below. Each Certificate of Insurance shall state that the Board, its members, officers, elected officials, employees, and agents are additional insured under the policy or policies. The Insurance Company shall provide Certificates of Insurance to the District's Risk Manager at 1311 Balboa Av., Panama City, Florida, 32401 prior to the start of any work under this contract.

A. Workers' Compensation Insurance. The Contractor shall secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of his employees who will work on this project, and, in case any work is sublet, with the approval of the School District of Bay County, the Contractor shall require the subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project and such evidence of insurance shall be furnished the School District of Bay County not less than ten (10) days prior to the commencement of any and all sub contractual agreements which have been approved by the Risk Management Department. Such insurance shall comply with the Florida Workers' Compensation Law.

No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and shall include Broad Form All States Endorsement.

Coverage shall include a waiver of subrogation clause in favor of School District of Bay County. Also, this endorsement must be indicated on all Certificates of Insurance.

B. Business Automobile and Public Liability Insurance. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include owned, non-owned and hired motor vehicle coverage.

The Contractor shall carry other public liability insurance against all other bodily injury, property damage and personal and advertising injury exposures. The coverage shall include both on- and off-premises operations, contractual liability, Broad form property damage. General liability policy shall not exclude care custody or control of the building and generator.

All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the Contractor shall notify the School District representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this agreement.

Public liability coverage shall be endorsed to include following:

- On and off premises – Operation liability
- Occurrence Bodily Injury and Property Damage Liability
- Independent Contractors Liability
- Blanket Broad Form Contractual Liability, including the indemnification set out in the General Conditions and all other contracts relative to the project
- Personal Injury Liability Insurance
- Broad Form Property Damage Liability Insurance (including
- Completed Operations)

Limits of Liability. The insurance required shall be written for not less than the following or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

<u>Type</u>	<u>Limit</u>
Workers' Compensation	
State	Statutory
Employer's Liability	\$1 Million Each Accident
Comprehensive Automotive Liability Insurance	\$500,000 Each Occurrence (A Combined Single Limit)
General Liability	\$1 Million Each Occurrence (School District as Additional Insured)
Personal and Advertising Injury	\$250,000

Notice of Claims or Litigation. The Contractor agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Contractor's knowledge, the County representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT: Contractor shall protect, defend, indemnify and hold the School District of Bay County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this contract or Contractor's officers, employed, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the County. The School District shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School District. The provisions of this section shall survive the expiration or earlier termination of this contract.

The School District agrees to pay the Contractor the sum of Ten Dollars (\$10.00) and other good and valuable consideration as specified consideration for the above stated indemnification in accordance with the provisions of Florida Statutes, Section 725.06. Furthermore, the Contractor acknowledges that the quote price includes said consideration for the indemnification provision.

ATTACHMENT A

**SWORN STATEMENT UNDER SECTION 287.133(3) (A),
FLORIDA STATUTES PUBLIC ENTITY CRIMES AFFIDAVIT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Bay District Schools by

_____ (Print name of entity submitting sworn statement)

whose business address is _____ and, (if applicable) its Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a “public entity crime” as defined in Paragraph 287.133 of the Florida Statutes, means a violation of any state or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” is defined by the Statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” is defined in Section 287.133(1)(a), Florida Statutes, means:
- (A) A predecessor or successor of a person convicted of a public entity crime; or
 - (B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applied to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate by placing a check in front of the statement which applies):

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who is personally known to me or who has produced _____ as identification, and who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20__.

Signature of Notary Public

My Commission Expires: _____ Name of Notary Public

(Seal)

ATTACHMENT B

DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature: _____

ATTACHMENT C

Conflict of Interest Disclosure

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 bid/bid.

Conflict of Interest Disclosure: Florida Statute 112.313 generally prohibits Bay District Schools purchasing agents and officials from doing business with Bay District Schools, except that certain transactions are permitted by Florida Statute 112.313(12), some of which require filing a disclosure with the supervisor of elections that states the Bay District Schools official's interest, or the interest of the official's spouse or child, and the nature of the intended business. Therefore, Bay District Schools requires Proposer/Bidder/Vendor to execute either Section I or Section II hereunder relative to Florida State Statutes 112.313(3) and 112.313(12). Failure to execute either section may result in rejection of this proposal/bid.

SECTION I

I hereby certify that (1) no Bay District Schools public officer and no employee of Bay District Schools acting as a purchasing agent, nor the officer's or employee's spouse or child, is an officer, partner, director, or proprietor of Proposer/Bidder/Vendor and (2) no Bay District Schools public officer and no employee acting as a purchasing agent, or the officer's or employee's spouse or child, or any combination of them, directly or indirectly owns 5% or more of the total assets or capital stock of Proposer/Bidder/Vendor. Furthermore, as part of this Proposal/Bid/Sale, no Bay District Schools public officer or employee will be acting in a private capacity or as a director Proposer/Bidder/Vendor to rent, lease, or sell any realty, goods, or services to Bay District Schools.

Signature: _____ Company Name: _____

Printed Name: _____ Business Address: _____

SECTION II

The following named Bay District Schools official(s) and/or employee(s), or their spouse or child, is an officer, partner, director, or proprietor of Proposer/Bidder/Vendor or the officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest in Proposer/Bidder/Vendor (owns 5% or more of the total assets or capital stock of Proposer/Bidder/Vendor).

I hereby certify that the named Bay District Schools official(s) and/or employee(s) filed Conflict of Interest Statements with the Bay County Supervisor of Elections prior to proposal/bid opening.

Name	Title or Position	Date of Filing
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Signature: _____ Company _____

Business Address: _____

REFERENCES

1. Provide three references for which you provide printer services.

References	Supplier Response
Company Name	
Contact Name / Title	
Telephone Number of Contact	
Email Address of Contact	
How long has this company been a client?	
Industry and Size of Company	
Brief Description of Product/Services provided (including any innovative approaches/solutions provided)	

References	Supplier Response
Company Name	
Contact Name / Title	
Telephone Number of Contact	
Email Address of Contact	
How long has this company been a client?	
Industry and Size of Company	
Brief Description of Product/Services provided (including any innovative approaches/solutions provided)	

References	Supplier Response
Company Name	
Contact Name / Title	
Telephone Number of Contact	
Email Address of Contact	
How long has this company been a client?	
Industry and Size of Company	
Brief Description of Product/Services provided (including any innovative approaches/solutions provided)	