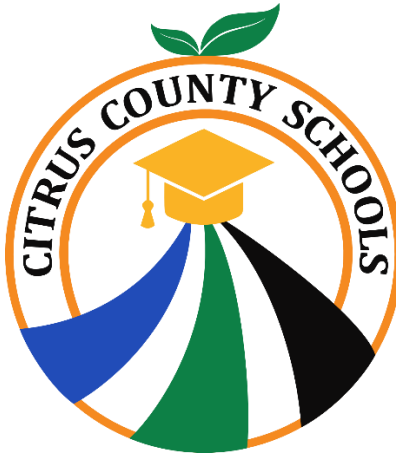




REQUEST FOR PROPOSAL (RFP)

2027-06-RFP

Network Core Switch Equipment (E-Rate)

PROPOSED RFP SCHEDULE

<u>Event / Location</u>	<u>Date / Time</u>
Posting of Solicitation Documents at www.myvendorlink.com	September 18, 2026
Pre- Solicitation Meeting	N/A
Deadline for Questions at www.myvendorlink.com	October 6, 2026 @ 12:00 PM
PROPOSAL DUE DATE & TIME at www.myvendorlink.com (preferred) OR in hand/by mail to 1007 W. Main Street, Building 200, Inverness, FL 34450	October 22, 2026 @ 2:00 PM EST
Proposal Opening at 1007 W. Main Street, Building 200, Inverness, FL 34450	October 22, 2026 @ 2:00 PM EST
Evaluation Committee Meeting at 1007 W. Main Street, Building 200, Inverness, FL 34450	October 29, 2026 @ 9:00 AM EST
Presentation/Interviews (TBD-if needed)	
Interview Evaluation Committee Meeting (TBD-if needed)	
Posting of the Notice of Intended Decision at www.myvendorlink.com	November 10, 2026
School Board Approval/Award	December 8, 2026

NOTE: PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.

The CCSB will attempt to adhere to the schedule as indicated above. Any changes to this schedule after posting the solicitation up to the due date and time for proposals will be addressed by an issued addendum. The remaining schedule is tentative and subject to change at the sole discretion of the CCSB.

PURCHASING DEPARTMENT CONTACT: Shawn Owen, Purchasing Specialist owens@citruschools.org	Business Services-Purchasing Department 1007 W. Main Street, Building 200 Inverness, FL 34450-4625 www.citruschools.org
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Table of Contents

Section 1 – Instructions to Respondents 3

Section 2 – Specifications / Scope of Work 5

Section 3 – Preparation of Proposal and Required Content..... 8

Section 4 – Evaluation of Proposals 12

Section 5 – Special Conditions 14

Section 6 – General Terms and Conditions 20

Section 7 – Attachments 36

Section 8 – Exhibits..... 49

SECTION 1 – INSTRUCTIONS TO RESPONDENTS

These instructions are an extension of the General Terms and Conditions herein and failure by Respondent to follow ALL instructions and requirements contained in this solicitation is cause for rejection of a Bid submittal. Failure to do so will be at the Respondent's risk.

NOTICE TO VENDORS: The Purchasing Department of the Citrus County School Board has partnered with VendorLink (www.myvendorlink.com) for the posting, notification, and processing of solicitation opportunities. There is NO COST to vendors to use this service for CCSB. Respondents wishing to participate in the bidding process and/or be approved to do business with CCSB must register on VendorLink.

1. **EXECUTION OF BID SUBMITTALS:** Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the Respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with all locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the CCSB or for paying additional compensation to the awarded Contractor. Failure to follow the instructions contained in the solicitation for completion of a Bid response is cause for rejection of a Bid submittal. Failure to do so will be at the Respondent's risk.

All Bid submittals must include the signature of an officer or employee having authority to bind the Contractor in the space(s) provided. Respondent must return a complete bid submittal including, but not limited to, the executed Bid Acknowledgement Form and all other required forms, documents, etc. as a complete submittal to be considered. Failure to execute and submit a complete Bid submittal may result in rejection of a Bid. All Bid submittals are subject to the terms, conditions, and specifications herein as released by CCSB or amended by issued addendum and those submittals which do not comply shall be rejected. Submission of alternate documents, other than as included and/or requested in the current solicitation will cause your Bid to be nonresponsive. Any correction made by the Respondent to any entry must be initialed by the person signing the submittal. Any corrections not initialed will not be tabulated. Prior to Bid opening, errors may be crossed out, corrections entered and initialed by the person signing the submittal. No submittals shall be altered or amended after the specified time for opening.

2. **BID SUBMISSION:** A complete Bid document must be executed and received electronically online or in hand by the Purchasing Department no later than the due date and time indicated in this solicitation or as amended via issued addendum by Purchasing. (DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ONLINE SUBMISSION OR ENVELOPE / PACKAGE). The Company Name, Company Address, Contact Person Name, Phone Number, Solicitation Number, Title, and the Date and Time of Bid opening shall be clearly displayed on the cover sheet for online submission or on the outside of the sealed envelope / package (label provided – **EXHIBIT E-1**). Bid responses not submitted on the attached Bid forms shall be rejected. The timely delivery of responses to the Citrus County School Board Purchasing Department prior to the specified due date and time is solely and strictly the responsibility of the Respondent. Submittals sent by electronic mail, facsimile machine, telephone, or any other means not specified herein shall be rejected. **LATE SUBMITTALS WILL BE REJECTED.**

Electronic Submission: Bids for this solicitation will be accepted electronically online through www.myvendorlink.com. It is the sole responsibility of the Respondent to ensure that their Bid response is successfully submitted through VendorLink prior to the due date and time indicated. The Respondent is responsible for allowing adequate time to upload their submittal on VendorLink. If technical difficulties arise during submission of the Bid response, it is the Respondent's responsibility to contact VendorLink technical support at support@evendorlink.com. The CCSB shall not be responsible for delays caused in any occurrence. Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), Portable Document Format (.pdf), or .ZIP file formats and printing must be enabled on all files submitted. Once the Bid response is submitted, a confirmation email will be sent with the number and name of the documents uploaded.

3. **PRE-SOLICITATION MEETING/SITE VISIT:** N/A
4. **REQUEST FOR INFORMATION:** Any and all questions concerning this solicitation must be submitted no later than Tuesday, October 6, 2026 @ 12:00 PM. Please direct all inquiries concerning this solicitation online via VendorLink at www.myvendorlink.com by viewing bid details and clicking on "Ask a Question". Respondents submitting questions by phone, email or other means will be directed to post their question(s) online at www.myvendorlink.com.
5. **CLARIFICATION AND ADDENDA:** No interpretation of the meaning of the solicitation or any correction of any ambiguity, inconsistency, or error therein will be made verbally to any party. The CCSB will issue responses to all inquiries and any other corrections or amendments it deems necessary in written addenda posted prior to the Bid due date online at www.myvendorlink.com. Respondents shall not rely on any statements other than those made in this

solicitation or in any written addenda to this solicitation. Where there appears to be a conflict between the solicitation and any written addenda issued, the last addendum issued will prevail. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

It shall be the responsibility of the Respondent(s) to monitor this site for posting of issued addenda prior to submitting a Bid response to ascertain if any addenda have been issued. Addenda shall be acknowledged by Respondent on the Bid Acknowledgement Form. Failure to do so may constitute a cause for rejection of a Bid submittal.

6. **NO-CONTACT PERIOD:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and continue through and include the date the CCSB makes its determination to approve or reject the final recommendation, any employee or officer of the CCSB concerning any aspect of this solicitation, except in writing to the Purchasing Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejection of Respondent's submittal.

These Instructions and all General Terms and Conditions outlined herein represent the District's standard language across all Invitation to Bid (ITB), Request for Proposal (RFP), and Request for Quote (RFQ) documents issued by the District. For the purpose of this document, all areas referenced in the General Terms and Conditions section and throughout this document to "Bid" shall be understood as "Proposal" or "Quote" where applicable to this solicitation.

SECTION 2 – SCOPE OF WORK / SPECIFICATIONS

INTENT AND OVERVIEW

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals for the School Board of Citrus County, Florida, (CCSB) from qualified Respondents who are approved by the Universal Service Administration Company ("USAC") to supply and deliver network core switch equipment intended to support the modernization and expansion of CCSB's wired network core infrastructure in full compliance with the E-Rate Program. This RFP is also posted on the USAC website, Form 470 #XXXXXXX.

RESPONDENT MINIMUM QUALIFICATIONS / ELIGIBILITY REQUIREMENTS

In order to be considered for evaluation, Respondent must meet the minimum requirements stated herein. Any Respondent that fails to meet all of the following minimum criteria shall be deemed as "non-responsive" and will not be evaluated/scored.

1. Proposals will be considered only from contractors, manufacturers, authorized distributors, or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein.
2. Respondent shall provide the following documentation for equipment/product proposed with submittal. Proposals received without this information, or with insufficient information, as determined by CCSB, may not be considered.
 - A. If not the manufacturer, a letter/certificate of authorized distribution from the applicable manufacturer(s).
 - B. Manufacturer datasheets (descriptive literature and/or detailed specifications) for any alternate equipment/product proposed which illustrates the equipment/products ability to meet the technical specifications required.
 - C. Warranty documentation.
3. Respondent shall have a minimum of five (5) years of experience successfully providing the requested equipment for commercial, industrial, and instructional customers and operating under the same legal entity name within the State of Florida, as verified by sunbiz.org prior to Proposal opening.
4. Respondent shall meet all Federal E-Rate requirements outlined under Special Conditions herein and provide with their bid submittal: (a) proof of a valid Service Provider Identification Number ("SPIN"), (b) proof of a valid Federal Communications Commission Registration Number ("FRN"), and (c) evidence of FCC Green Light Status, to be verified by CCSB through the USAC website.
5. Respondent shall have sufficient financial support, tools, equipment, organization, technical expertise, supervisory capabilities, and qualified personnel to ensure that they can satisfactorily execute the service if awarded the contract under the terms and conditions stated herein.
6. Respondent shall complete the enclosed forms that the CCSB may use to evaluate the Respondents' capabilities to perform the work as specified. Provide at least three (3) commercial/governmental references from agencies which Respondent has provided goods or services for projects similar in scope and size. At least one (1) reference should be a K-12 educational account/public school system.
7. Respondent shall provide evidence of required insurance coverage or proof of insurability in the amounts specified with Proposal submittal.

SCOPE OF WORK / SERVICE

All work performed shall be in strict accordance with these specifications and shall comply with all applicable Federal, State, and Local regulations, codes, ordinances, and requirements of CCSB.

This solicitation is for the purchase of specified equipment only. DO NOT include installation, configuration, and labor in your proposal prices. The installation of all equipment outlined herein is outside the scope of this solicitation and will be performed by CCSB staff.

Respondents shall refer to the Technical Specifications outlined herein for all network core switch equipment needed. If Respondent proposes a product other than specified, it is the Respondent's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the products ability to meet the technical specifications required. Proposals received without this information, or with insufficient information, as determined by CCSB, may not be considered. Respondents shall provide firm pricing for **new, unused, current-generation equipment only**. **Refurbished, remanufactured or renewed equipment will not be accepted.** The performance of the successful Respondent shall be in accordance with the terms and the specifications set forth herein. Failure to comply with these requirements may be cause for Proposal rejection or award cancellation.

TECHNICAL SPECIFICATIONS

1. **PRICING:** This solicitation is to establish firm-fixed pricing for specified equipment. Respondent(s) shall provide requested pricing on **Attachment A-2 Proposal Price Form**. Proposal prices shall be firm-fixed prices per defined unit of measure (U/M) including all equipment, packaging, technical expertise, delivery, warranty, profit, and all other costs necessary to provide the product specified; partial proposals shall not be accepted. Prices quoted shall be firm, net prices for the contract period as specified herein. NO additional costs shall be permitted, except as stated within this solicitation document.

Respondents must also provide a category of service and percent eligible for each requested item. The percent eligible is the E-Rate eligible percentage and not CCSB's discount percentage.

2. **GENERAL:** These specifications are to establish the minimum requirements for providing network core switch equipment as requested by the CCSB Educational Technology Department.

CCSB utilizes an Aruba AOS-CS switching environment. Equivalent equipment substitutions for the equipment requested must meet all technical specifications outlined below and be able to communicate with our current standardized Aruba platform successfully and efficiently. Awarded Respondent shall offer the District immediate and thorough technical support from either Respondent and/or manufacturer, at no additional cost to the District.

Manufacturer product numbers are provided below for reference only. Offers for equivalent equipment will be considered and evaluated in accordance with the criteria outlined in this solicitation and FCC rules.

A. Switch Chassis

- **Quantity:** Five (5) units
- **Reference Model:** Aruba CX 6405 (R0X26C)

Minimum Requirements

- Must meet or exceed the specifications of the Aruba CX 6405 (R0X26C)
- Support a minimum of five (5) line card slots
- Support redundant, hot-swappable power supplies
- Operate as a Layer 3 switch
- Be fully compatible with Aruba AOS-CX
- Include a limited lifetime warranty with replacement

B. Power Supply

- **Quantity:** Twenty (20) units
- **Reference Model:** Aruba 1800W (R0X35A)

Minimum Requirements

- Provide a minimum of 1800 watts of output
- Include appropriate C16 power cables for use in the United States
- Carry a limited lifetime warranty
- Compatible with Aruba CX 6405 switch Chassis

C. Line Card- Multi-Gig PoE

- **Quantity:** Ten (10) units
- **Reference Model:** Aruba 48-port 1/2.5/5GbE Class 6 PoE (R0X41C)

Minimum Requirements

- Minimum 48 ports of 1/2.5/5GbE
- Class 6 PoE support
- Minimum of four (4) SFP+ or SFP56 uplink ports
- Compatible with Aruba CX 6405 switch Chassis

D. Line Card- Access PoE

- **Quantity:** Fifteen (15) units
- **Reference Model:** Aruba 48-port 1GbE PoE (R0X38C)

Minimum Requirements

- Minimum 48 ports of 1GbE
- Class 4 PoE or greater
- Compatible with Aruba CX 6405 switch Chassis

E. Management Modules

- **Quantity:** Five (5) units
- **Reference Model:** Aruba CX6400 (ROX31A)

Minimum Requirements

- Carry a limited lifetime warranty
- Compatible with Aruba CX 6405 switch Chassis

F. Support Services-Hardware Exchange

- **Quantity:** Five (5) units
- **Reference Model:** Aruba 1Y FC NBD Exch 6405 SVC R0X26C (SVC ROX26C)

Minimum Requirements

- Remote Technical Support
- Expedited Part Replacement in the event of failure
- Response Time Next Business Day

3. **WARRANTY:** Equipment bid shall be in accordance with the specifications herein and shall be guaranteed to be free from defects in workmanship and/or materials. All items purchased under this solicitation must carry a standard manufacturer warranty at no additional cost. Warranty period will commence on the date of delivery and acceptance by the ordering school or department. The warranty includes the cost of pick-up and delivery to the requested destination. If there is a defect in the warranty parts, including batteries, they will be exchanged by the successful Respondent for new OEM parts at no charge to the CCSB during the warranty period and shall in addition transfer to the CCSB any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period.

SECTION 3 – PREPARATION OF PROPOSAL AND REQUIRED CONTENT

Respondents are required to carefully examine the RFP terms and to 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.

Proposals that do not conform to the instructions provided herein or include the requested information may be considered non-responsive at the sole discretion of the CCSB. Non-responsive proposals will not be evaluated.

PROPOSAL SUBMISSION FORMAT: To maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below and include the following information at a minimum. Further descriptions and requirements of sections are listed within the solicitation. Proposals should be tabbed as outlined in this section and include the requested affirmations, acknowledgements, information, and documents specified in the applicable tab.

Proposals are limited to a total page count not to exceed one hundred (100) pages (one-sided) including cover page, tab sheets, and all required forms, documents, and responses stated in the solicitation. Page size shall be 8.5 x 11 inches with 12-point text size, or larger, using Arial or Times New Roman font. **NOTE:** Proposal should not contain a significant amount of corporate boilerplate marketing information/material and will not be considered for evaluation purposes.

COVER LETTER – Limit to a maximum of two (2) pages and include, at a minimum:

1. Solicitation Number, Name, and Due Date; Proposer's Name, Address and Contact Information.
2. A brief history of the business.
3. Give the names, titles, addresses and phone numbers of the persons who will be authorized to give and support information, both in writing and oral presentation, for your company during this solicitation.

TABLE OF CONTENTS – Include a clear identification of the material by tab and page number.

TAB 1 – PROPOSAL ACKNOWLEDGEMENT / REQUIRED FORMS:

PASS/FAIL

The following completed forms/documents signed by an authorized representative **must** be included in this Tab:

1. **Attachment A-1** – Proposal Acknowledgement Form completed and signed by an officer or employee having authority to legally bind the company or firm.
2. **Attachment A-4** – Conflict of Interest Form
3. **Attachment A-5** – Drug Free Workplace Certification Form
4. **Attachment A-6** – Debarment Certification
5. **Attachment A-7** – Confidential, Proprietary, or Trade Secret Material Statement
6. **Attachment A-8** – Affidavit Regarding Use of Coercion for Labor and Services (Human Trafficking)
7. **Attachment A-9** – Byrd Anti-Lobbying Amendment Certification
8. **Attachment A-10** – Respondent's Statement of Principal Place of Business
9. **Screenshot of "ACTIVE" status** from www.sunbiz.org or, if a Non-Florida Corporation, a screenshot of their current, date identified "ACTIVE" status from the state in which business was formed.
10. **W9** Request for Taxpayer Identification Number and Certification Form.
11. **Insurance.** Provide evidence of required insurance coverage or proof of insurability in the amounts specified herein.

The following sections will be reviewed by the Evaluation Committee members after successfully fulfilling the requirements of the above. The scoring will be in accordance with the following scale:

Category	Description	Percent
Excellent	Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards.	100%
Above Average	Exceeds specification requirements in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards.	80%
Good	Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable.	60%
Satisfactory	The proposal is slightly below the standard for evaluation but for the most part complies with that standard.	40%
Marginal	Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses.	20%
Unsatisfactory	Non-responsive to the criteria requirements.	0%

It is anticipated that CCSB will utilize the following marked methodology in determining the points afforded for pricing. The CCSB reserves the right to use either method if deemed to be in the best interest of the district.

- ☐ Each committee member will assign points based upon their opinion if pricing is fair and reasonable.
- ☒ The Purchasing Department will assign pricing points determined by mathematical calculation with distribution of points calculated as a percentage compared to the lowest cost proposal received, with the lowest, responsive submittal receiving the maximum points allowable.

Respondents shall provide their best and final offer at the time of proposal submission as the Evaluation Committee's recommendation will be based on the initial proposals and any presentations/interviews **without** further discussion, evaluation, or negotiation.

TAB 2 – EXPERIENCE AND QUALIFICATIONS:	Total Maximum 30 Points
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Respondent will be evaluated on their past demonstrated experience, qualifications, and abilities to perform the services requested herein. Failure to submit any information requested may be cause for rejection of the proposal.

Respondent shall include, at a minimum, the following in this section:

1. Provide a brief overview of the company and illustrate Respondent's knowledge, experience, and capability in providing networking equipment as described herein.
2. **Completed Attachment A-3 – Respondent's Statement of Experience and Qualifications**
 - a. Include proof of the following:
 - Valid Service Provider Identification Number ("SPIN").
 - Valid Federal Communications Commission Registration Number ("FRN").
 - Evidence of FCC Green Light Status.
 - Copies of all required licensing/certifications, business tax receipt, as applicable.
 - b. Provide a list of all key personnel to provide services to CCSB during the term of this contract including their:
 - Name and Contact Information
 - Service Responsibilities
 - Statement of Qualifications

- c. Provide a minimum of three (3) commercial/governmental references (CCSB shall not count as a reference) from agencies which Respondent has provided goods or services for projects similar in scope and size. At least one (1) reference should be a K-12 educational account/public school system. Respondent shall include this information in Attachment A-2 Respondent's Statement of Experience and Qualifications.

CCSB may contact these references.

The CCSB reserves the right to reject proposals which do not provide sufficient information to evaluate the qualifications of the Respondent and where information provided does not demonstrate a proven past record (such as negative references, failure to complete projects, etc.)

TAB 3 – TECHNICAL SPECIFICATIONS:	Total Maximum 35 Points
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Respondents will be evaluated on their ability to meet the technical specifications in accordance with the requirements set forth in this RFP.

Respondent shall include, at a minimum, the following in this section:

1. Clearly state Respondent's understanding of the technical requirements for the scope of services to be provided as outlined in **Section 2 Scope of Work/Services (refer to Pages 5-7)**.
2. Demonstrate Respondent's ability to provide the specified equipment meeting all technical specifications and the proposed equipment's ability to communicate with our current standardized Aruba platform successfully and efficiently.
3. Respondent proposing a product other than specified must clearly demonstrate the product's ability to meet the necessary technical specifications outlined in the RFP. If additional programming, equipment, etc. will be required for CCSB to effectively and efficiently utilize the proposed equipment with our existing standardized system, Respondent must clearly demonstrate what those requirements will be. Respondent shall also include, at minimum, the following documentation for alternate equipment proposed:
 - If not the manufacturer, a letter/certificate of authorized distribution from the applicable manufacturer(s).
 - Manufacturer datasheets (descriptive literature and/or detailed specifications) for any alternate equipment/product proposed which illustrates the equipment/products ability to meet the technical specifications required.
4. Demonstrate Respondent's ability to provide the District with immediate and thorough technical support from either Respondent and/or manufacturer, at no additional cost to the District. Provide contact details for the individual responsible for providing this support.
5. Respondent must provide a summary of the warranties/guarantees offered for all equipment proposed including any limitations and/or exclusions. The awarded Contractor will provide detailed copies of all warranties to the CCSB upon request.

NOTE: Proposal should not contain a significant amount of corporate boilerplate marketing information/material and will not be considered for evaluation purposes.

TAB 4 – PRICING FOR QUALITY/ELIGIBLE PRODUCTS:	Total Maximum 40 Points
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Respondents will be evaluated on the overall cost for providing the requested goods and/or services requested.

Respondent shall include in this section: Completed and Signed Attachment A-2 Proposal Price Form.

The Respondent shall propose firm-fixed prices for specified equipment for the contract period as specified. The Proposal Price Form **must** be filled out electronically. A printed version, signed by an individual of the proposing firm that has the ability to bind the proposing firm, must be signed and included in the submittal.

TAB 5 – COMPLETE PROPOSAL SUBMISSION:	Total Maximum 5 Points
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Respondents will be evaluated on the overall completion of their proposal submitted based on the above proposal submission requirements.

SECTION 4 – EVALUATION OF PROPOSALS

Respondents should provide sufficient information in their proposal to allow CCSB to evaluate whether they are capable of performing the full range of tasks set forth in the specifications and scope of work of this RFP as outlined.

1. EVALUATION PROCEDURES

- A. Proposals will be received and publicly opened immediately following the Proposal Due Date and Time. Only names of Respondents are read at this time.
- B. Proposals will be reviewed and evaluated by a Proposal Evaluation Committee (“Evaluation Committee”) comprised of persons representing the areas of Educational Technology. Purchasing Representatives will participate in an advisory capacity only.
- C. All proposals received by the submission deadline will be reviewed by the Purchasing Specialist or designee for initial responsiveness. Only proposals deemed responsive will then be distributed to the Proposal Evaluation Committee (“Evaluation Committee”). The Evaluation Committee is comprised of members with expertise relevant to this solicitation. The evaluation process includes each Committee member independently examining and scoring each proposal in detail against the requirements outlined in the solicitation based on their unique background, expertise, and experience using the provided Evaluator Score Sheet. The Evaluation Committee, along with Purchasing representatives, will convene at the published date and time. The Evaluation Committee will submit their individual scores to the Purchasing representative for compilation of the overall rankings of the proposals and discuss any strengths and/or weaknesses they may have. The Evaluation Committee will make their recommendation(s) and arrive at a consensus to determine the most qualified firm(s). It is possible for the rankings to change during this meeting based on a better understanding of the facts presented in the proposals. A final consensus ranking will be made during this meeting. If the Evaluation Committee decides that they need more information to make their decision, they will create a “short-list” of the Respondents that the Purchasing Department can arrange a discussion with, either by oral presentations or phone interviews. Based on the final consensus ranking, a recommendation will be made to the Board to approve the award or reject all proposals.
- D. The Evaluation Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require a formal presentation/interview from any, all, or none of the Respondents that submitted a proposal, or make their recommendations based solely on the information contained in the written proposals submitted.
- E. Results of the evaluation will be made available once the Evaluation Committee makes a recommendation. A copy of the results and Notice of Intended Decision will be made available online at www.myvendorlink.com.
- F. The Purchasing Department will prepare and submit an agenda item to the Board for award of any contract resulting from this solicitation. However, the CCSB reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

2. EVALUATION CRITERIA

A. PHASE I

Evaluation of responsive and responsible proposals will be performed using the following criteria and weighted values:

SCORING FOR WRITTEN PROPOSALS		
Tab	Category	Maximum Points
2	Experience and Qualifications	30
3	Technical Specifications	35
4	Pricing for Quality Eligible Equipment	40
5	Complete Proposal Submission	5
	TOTAL	110

B. PHASE 2

PRESENTATIONS/INTERVIEWS: CCSB's Evaluation Committee may require oral and visual presentations and/or interviews from those Respondents that are ranked or short-listed before making a final recommendation. This shall be done at the sole discretion of the CCSB when it feels presentations/interviews are essential as part of the evaluation process and would be in the best interest of the CCSB.

If the CCSB deems a presentation/interview is necessary, the Respondent(s) will be notified in writing with specific details and instructions concerning the location, date, time, length of presentation, criteria to be covered, etc.

NOTE: CCSB will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints, or other factors as directed by the CCSB. However, it is anticipated that the review/evaluation process will be completed in a timely manner.

SECTION 5 – SPECIAL CONDITIONS

1. AWARD AND AWARD NOTIFICATION:

- A. Award shall be made to the highest ranked, responsive, and responsible Respondent meeting the criteria of this RFP and whose proposal is determined to be the most advantageous and the best value to meet the needs of the CCSB. The CCSB also reserves the right to make multiple awards, such as a Primary, Alternate, etc., for any and all items deemed to be in the best interest of the district.
- B. Respondents acknowledge that any contractual relationship resulting from this solicitation may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“E-Rate”) subsidies. Even after award of contract(s) and/or E-Rate funding approval is obtained, the CCSB may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the CCSB.
- C. As in the best interest of the CCSB may require, the Board has the sole discretion and reserves the right to cancel this solicitation, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to readvertise with either the identical or revised specifications.
- D. Recommendation to Award information and Board Approval of this bid will be posted on VendorLink at www.myvendorlink.com. All information and updates will be posted to this site; please verify that your company’s information is current and correct.
- E. Note: If the time allotted to evaluate proposals and make the selection of contractors proves to be insufficient, the posting of the Notice of Intended Decision and the Board approval date could delay two weeks or more. Continue to monitor www.myvendorlink.com or contact the Purchasing Department for more specific information as to when notices(s) will be posted.

2. **CONTRACT TERM / RENEWAL:** It is the intent of the CCSB that this shall be a one-time purchase. The contract period shall be **effective upon Board approval through June 30, 2028, or until project completion as determined by CCSB**, and subject to the allowances and requirements of the E-Rate program. This award is to purchase equipment during the E-Rate Funding Year (FY27-28) which would commence between July 1, 2027, to June 30, 2028. Successful Respondent(s) shall guarantee firm prices for the items awarded to the Respondent(s) as specified in this solicitation during the term of this contract.

3. **FUNDING COMPLIANCE:** The funding for this equipment comes from both local funds and the Federal E-Rate program. It is imperative that adaptability and scalability be given serious attention as fluctuations and/or ability to obtain E-Rate Priority One and Priority Two funds in continuing years is pursued. The expansion and continuation of the network must provide fair and equitable access to the Internet for all public K-12 schools and their students no matter where that school is geographically located. Of paramount importance to the expansion and continuation of the network service offering is that this expansion and upgrade must be planned and executed to minimize disruption of current services for students, teachers, and staff. Provided services and equipment must meet requirements for Priority Two E-Rate eligibility and funding.

4. **LICENSES:** All Respondents shall provide with their proposal a copy of their Occupational License/Tax Receipt and any Certifications, if applicable.

5. **W-9 TAXPAYER IDENTIFICATION FORM:** Respondent must submit a completed and signed current [Request for Taxpayer Identification Number and Certification Form](#) with bid submittal.

6. **QUANTITIES:** Quantities requested are CCSB’s best estimate and may be adjusted at the sole discretion of CCSB. All items listed on the RFP Bid Price Form must be priced by the Respondent CCSB reserves the right to increase or reduce quantities and buy some, all, or none of the listed equipment. Per FCC E-Rate transfer of equipment rules related to Category 2 equipment, CCSB reserves the right to move or transfer any eligible equipment to any eligible school within CCSB.

7. **METHOD OF ORDERING:** CCSB intends to issue a single Purchase Order for all equipment purchased under this solicitation.

8. **DELIVERY:** Prices quoted shall include FOB, freight prepaid to the requested destination. All equipment will be shipped to a single delivery point at our Technology Resource Center located at 3741 W. Educational Path, Lecanto, Florida 34461. The delivery location is equipped with a loading dock that will require a lift gate or loading plate. All palletized deliveries will be facilitated inside the building by CCSB.

9. **FUEL SURCHARGES:** Shall never be charged to the CCSB. Any invoices referencing a “fuel surcharge” will be rejected and left unpaid until a corrected invoice is sent. During this time, no “late fees or penalties” shall be imposed on the CCSB.
10. **INSURANCE REQUIREMENTS:** Prior to commencement of this Contract, Contractor(s) and subcontractors will provide a certificate(s) evidencing such insurance coverage to the extent applicable, subject to approval by Risk Management. Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from the responsibility to provide insurance as required by this Contract.

Contractors shall carry and maintain insurance coverage as identified in the table below. All required insurance must be from insurance carriers that have a rating of “A” or better and a financial size category of “VII” or higher, according to the A. M. Best Company. All required insurance policies shall name “The School Board of Citrus County, Florida” as the certificate holder and additional insured.

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

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

To the extent identified below, the following checked provisions shall apply to all insurance coverage required by this section: [CHECK ALL THAT APPLY]

☒ 1.	Commercial General Liability Insurance: Coverage shall be provided, with minimum policies limits as set forth in the table below. CCSB, its board members, officers, and employees shall be named as an additional insured to the Commercial General Liability insurance policy on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). If CCSB and its board members, officers, and employees are not named as additional insureds then CCSB reserves the right to terminate this Contract immediately as a material breach of the Contract. Bodily Injury and Property Damage Per Occurrence \$1,000,000 General Aggregate \$2,000,000
☐ 2.	Product Liability and/or Completed Operations Insurance: All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to carry this insurance to the limit listed below. All non-construction Contractors whose work for CCSB includes products or services, and the value of these products or services in excess of \$25,000 are required to carry this insurance to the limit listed below. Bodily Injury and Property Damage Per Occurrence \$1,000,000 General Aggregate \$2,000,000
☒ 3.	Automotive Liability: Any Contractor or vendor transporting district employees, delivering, or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe CCSB is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below. Bodily Injury and Property Damage: Combined Single Limit (each accident) \$1,000,000
☒ 4.	Workers’ Compensation/Employer’s Liability: All non-construction Contractors and vendors that have one or more employees or subcontracts any portion of their work to another individual or company are required to have workers’ compensation insurance. For contracts of \$25,000 or more, no State of Florida, Division of Workers’ Compensation, Exemption forms will be accepted. All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to have workers’ compensation insurance. All entities and individuals required to have workers compensation insurance must purchase a commercial workers’ compensation insurance policy to the limits listed below. The Workers’ Compensation policy must be endorsed to waive the insurer’s right to subrogate against CCSB, and its board members, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13). W.C. Limit Required* Statutory Limits E.L. Each Accident \$500,000

	E.L. Disease – Each Employee	\$500,000
	E.L. Disease – Policy Limit	\$500,000
☐ 5.	Professional Liability Insurance (Errors and Omissions): Contractors providing professional services including but not limited to architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below. Professional Liability coverage must be maintained in the amounts stated above for a two-year period following completion of the contract.	
☐ a.	For services, goods or projects that <u>will exceed \$1,000,000</u> in values over a year.	
	Each Claim	\$1,000,000
	Annual Aggregate	\$2,000,000
☐ b.	For services, goods or projects that <u>will not exceed \$1,000,000</u> in values over a year.	
	Each Claim	\$250,000
	Annual Aggregate	\$500,000
☐ 6.	Cyber Liability and Data Storage: Contractors or vendors providing software shall provide proof of insurance reflecting, at a minimum, coverage for: Data Loss and System Damage Liability; Security Liability; Privacy Liability; Privacy/Security Breach Response Coverage, including Notification Expenses. Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of the Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000
☐ 7.	Environment/Pollution Liability: Required if removal/demolition/renovations or use of hazardous liquid/materials or environmentally sensitive liquid/materials.	
	Each Claim	\$1,000,000
	General Aggregate	\$2,000,000

The Contractor agrees to the following as it relates to its obligations and the insurance requirements herein this solicitation.

- a. **Insurance Verification Required:** The CCSB requires that all Contractors prove their capacity to provide the required insurance as set forth in this solicitation. Contractors are required to provide in with their submittal a Certificate of Liability Insurance (Acord 25) matching the specified requirements, which must specify any deductible or retention applicable to the above required insurance.
- b. If awarded, the Contractor will then be required to name The School Board of Citrus County, Florida as the certificate holder and additional insured for all policies outlined herein and provide a revised Certificate of Liability Insurance at the time of the award.
- c. The Contractor agrees that no services shall begin until proof of insurance is received by the CCSB.
- d. The Contractor shall provide written notice to the CCSB within thirty (30) days of any material changes or notice of cancellation the Contractor receives from its insurer on the above required insurance.
- e. The Contractor and Subcontractors will be responsible for insurance on their tools and equipment.
- f. By submitting a response to this solicitation, Contractor hereby understands and agrees to the above insurance requirements. Failure by the Contractor to maintain insurance as described herein constitutes a material breach of this contract and the CCSB shall have the right to terminate this contract without further liability.

12. **FEDERAL UNIVERSAL SERVICE FUND (E-RATE) REQUIREMENTS:** To warrant consideration for an award of contract resulting from this solicitation, Respondents must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-Rate") as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, "Universal Service"). Respondents acknowledge that any contractual relationship resulting from this solicitation may be partially or entirely dependent upon the successful receipt of Universal Service Fund ("E-Rate") subsidies. Even after award of contract(s) and/or E-Rate funding approval is obtained, the CCSB may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the CCSB.

To ensure compliance with all applicable E-Rate regulations, program mandates and auditing requirements, Respondents must comply with the following:

- a. **E-Rate Knowledge:** Respondent shall be responsible for understanding USAC and Federal Communications Commission (FCC) E-Rate eligibility rules and are required to identify any cost that doesn't meet the E-Rate eligibility rules. Any cost that doesn't meet the eligibility rules should be classified as ineligible costs.
- b. **E-Rate Registration:** Respondent shall submit with its bid submittal a valid Service Provider Identification Number ("**SPIN**") and a valid Federal Communications Commission Registration Number ("**FRN**").
- c. **FCC Green Light Status:** Respondent shall submit evidence of FCC Green Light Status at the time of bid submittal. Respondents must disclose with their bid submittal if they have ever been "red-lighted" by the FCC during the two-year period prior to the issuance of this solicitation. Respondents must also disclose whether they have been the subject of audits or investigations by USAC, the FCC, DOJ or any other investigator associated with the E-Rate Program during the five years prior to the issuance of this solicitation.
- d. **E-Rate Participation:** Respondent shall agree to participate in the E-Rate Program and to cooperate fully and in all respects with the CCSB, the Universal Service Administrative Company ("USAC"), and any agency or organization administering the E-Rate Program to ensure that the CCSB receives all of the E-Rate funding for which it has applied and to which it is entitled in connection with Respondent's services and/or products.
- e. **Recourse Against Vendor for Failure to Cooperate:** Respondent agrees that if the CCSB is unable to receive funding for which it applied or is otherwise entitled to receive due to the Respondent not cooperating and/or providing the requested documentation, Respondent will be liable to the CCSB for the amount that the CCSB was unable to collect from USAC due to Respondent's failure to cooperative and/or provide requested documentation.
- f. **Lowest Corresponding Price:** The Lowest Corresponding Price Rule ("LCP Rule"), 47 CFR § 54.511 (b), prohibits Respondent from ever charging the CCSB more for E-Rate eligible goods or services than it charges similarly situated non-residential customers for similar goods or services, unless it can prove that the lowest corresponding price ("LCP") is not "compensatory."
 - The CCSB is not obligated to ask for the LCP; it must receive it.
 - Upon request, Respondent agrees to provide to the CCSB, in electronic form, all of the information necessary to determine what the LCP is or, at a particular time, was.
 - If, at the time of delivery, the LCP is lower than the agreed-upon price, Respondent must charge the LCP. If it is determined that the Respondent did not charge the LCP, Respondent agrees to correct the billing and return any monies to the CCSB that were paid due to the Respondent's violation of the LCP Rule.
 - Promotional rates that Respondent offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
 - There is a rebuttable presumption that rates offered within the previous three years are still compensatory.
 - Respondent may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to the CCSB or that none of its contracts cover goods or services identical to those sought by the CCSB.
 - The FCC will permit Respondent to charge the CCSB more than the LCP only when it can prove to the agency that the LCP is not "compensatory" -- i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to the CCSB than it would to provide similar goods and/or services to similarly situated non- residential customers. Some factors that could affect the cost of service are volume, mileage from facility, and length of contract.

- g. Products and services must be delivered and installed before billing can commence. At no time may the Respondent invoice before July 1, 2027.
- h. Prices must be held firm for the duration of the associated E-Rate funding Year(s) or until all work associated with this project is complete (including any contract and USAC approved extensions).
- i. The Respondent acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- j. The Respondent acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- k. **E-Rate Audit and Document Retention Requirement:** Respondent and subcontractors of Respondent shall provide to CCSB staff and/or the CCSB's E-Rate consultant within a commercially reasonable period of time, all of the information and documentation that the Respondent has or that Respondent reasonably can acquire that the CCSB may need to prepare its E-Rate applications and/or to document transactions eligible for E-Rate support. Respondent and subcontractors of Respondent shall retain and secure all documentation related to the purchase, payment, delivery and/or installation for all products and services provided under this contract. All such records must be retained for a period of ten (10) years from the last date of service and shall be subject to inspection by CCSB and/or the SLD/USAC and/or their contractors.
- l. **Starting Services/Advance Installation – Category 1 Services:**

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-Rate eligible goods and/or services requested in this solicitation shall be delivered no earlier than the start of the 2027 funding year (July 1, 2027). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

Early Funding Conditions

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:
<http://www.usac.org/sl/applicants/step05/installation.aspx>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

- m. **Invoicing Procedures:** The intends to use Form 474 (Service Provider Invoice “SPI” Form). The Respondent shall invoice the CCSB only for the non-discounted amounts due on E-Rate approved transactions and simultaneously invoice USAC for the balance.

However, should the CCSB decide it is in the best interest of the CCSB to use Form 472 (Billed Entity Applicant Reimbursement Form (“BEAR”), the CCSB will inform the Respondent of its intent and the Respondent shall invoice the CCSB in full for the eligible products or services received and the CCSB shall request reimbursement from USAC for the discount costs of the eligible E-Rate approved products or services.

Respondent shall itemize, price, and invoice separately any materials or services that are ineligible for E-Rate funding. Respondent should include relevant information on all invoices to the CCSB for E-Rate eligible equipment and/or services:

- Date of Invoice
- Date(s) of service
- Funding Request Number (“FRN”)
- Respondent’s signature on invoice attesting to the accuracy and completeness of all charges.
- Detailed description of services performed, and materials supplied that matches CCSB’s contract specifications, Form 470, and Form 471 description of same.
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the CCSB (non-discounted amount of eligible charges).
- Invoice on Respondent’s letterhead or on a Respondent-generated form.
- CCSB’s Billed Entity Number
- CCSB’s Federal Communications Commission Registration Number.
- Proper E-Rate discount percentage as set for by the applicable FRN and USAC funding commitment decision letter (“FCDL”).

- n. **Service Provider Annual Certification (SPAC) Form Requirement:** Respondent will, in accordance with E-Rate Program rules, file an FCC Form 473 annually with USAC. Respondent understands that unless and until it files this form for a particular funding year, USAC will not process any FCC Form 472 (“BEAR”) or FCC Form 474 (“SPI”) invoices to be paid by USAC. By submission of a bid response, Respondent agrees that if the CCSB cannot collect a reimbursement payment from USAC because of Respondent’s failure to file a Form 473, Respondent will be liable to the CCSB for the amount that the CCSB was unable to collect from USAC due to Respondent’s

- o. **Recourse Against Proposer for Failure to File its Annual Certification Form:** Respondent agrees that if the CCSB cannot collect a reimbursement payment from USAC because of Respondent’s failure to file a Form 473, Respondent will be liable to the CCSB for the amount that the CCSB was unable to collect from USAC due to Respondent’s failure to file that form.

13. **OFFERER CERTIFICATION:** Submission of a signed Proposal is the Respondent’s certification that he/she will accept award at the prices and terms contained in their response to this solicitation as submitted.

14. **CONTRACT:** The contents of this solicitation and all provisions of the successful Respondent(s) deemed pertinent by the CCSB shall be considered a contract and become legally binding. A separate contract document, other than the purchase order(s), will not be issued.

SECTION 6 – GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

Contractor. The “Contractor” shall refer to the company, individual, or organization awarded by the CCSB in accordance with this solicitation.

Respondent. The “Respondent” shall refer to that person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a bid, proposal, response, or quote for the purpose of obtaining a contract with the CCSB for the provision of the services set forth herein.

The School Board of Citrus County, Florida. May be referred to as “Board”, “School Board”, “District”, or “CCSB” herein.

2. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the submittal shall be evaluated or considered. All such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely through intent, design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this solicitation and the offeror’s authorized signature affixed to the acknowledgement page of this solicitation attests to this.
3. **NON-COLLUSION:** The Respondent, by affixing its signature to the Bid Acknowledgement Form, certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a Bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
4. **ERRORS AND OMISSIONS:** In the event an error or obvious omission is discovered in a Respondent’s submittal, either by the Purchasing Department or the Respondent, the Respondent may have the opportunity of withdrawing their submittal, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Purchasing Department’s discretion, to support the validity of such a request. This privilege shall not extend to allowing a Respondent to change any information contained in their submittal; however, in the event of a minor omission, oversight, or obvious mistake on the part of the Respondent, the Purchasing Department (or designee) may request written clarification from a Respondent in order to confirm the evaluator’s interpretation of the Respondent’s response and to preclude the rejection of their submittal, either in part or in whole. The Purchasing Department has the sole authority to weigh the severity of the infraction and determine its acceptability.
5. **INCURRING COST:** This solicitation does not commit the CCSB to award a contract, nor shall the CCSB be responsible for any expense incurred in the preparation and presentation of a response to this solicitation. Such expense is to be borne exclusively by the Respondent.
6. **BID OPENING:** The Bid opening shall be public, on the date and at the time specified in this solicitation or as amended in the form of an addendum issued by the Purchasing Department. Pursuant to Chapter 119 Florida Statutes, sealed bids, proposals, or replies received by the CCSB as a result of this competitive solicitation are exempt from public inspection until such time as the CCSB provides notice of a decision or intended decision or within thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.
7. **AWARD:** As in the best interest of the CCSB may require, the CCSB has the sole discretion and reserves the right to accept the Bid(s), make award(s) by individual item, group of items, and all or none or a combination thereof, to reject any or all Bid(s), to waive any minor irregularities or technicalities, to postpone or cancel this solicitation, in whole or in part, and to re-advertise with either the identical or revised specifications. Notice of cancellation will be posted electronically at www.myvendorlink.com.
8. **WITHDRAWING A BID:** The Bid response, as submitted by the Respondent, shall remain in effect for a period of ninety (90) days from the Bid opening. The Respondent agrees not to withdraw from competition during this ninety (90) day period to provide ample time for evaluation and acceptance by the CCSB.
9. **BID TABULATIONS AND RECOMMENDATIONS:** The Purchasing Department or designee shall post notice of a decision or intended decision and tabulations electronically at www.myvendorlink.com. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

10. **TIE ON UNIT PRICE OR BID:** Should there be a tie on either the unit price (if awarded on a per item basis), sections of the bid (i.e.: building contracts, or bids awarded by section) or the whole bid ("all or none" bids or service bids), preference shall be given using the following order:
- Companies who certify they are a drug-free workplace in accordance with Section 287.087 F.S.
 - Companies located in Citrus County, Florida.
 - Companies located in Florida.
 - The company receiving the larger dollar award on other items within the bid.
 - All else being equal, a coin toss will be made in the presence of witnesses to decide the award.

This does not preclude the possibility of splitting an order if it is in the best interest of the School Board.

11. **BID PROTESTS:** Respondents are advised that all Bid Protests must be made in accordance with the requirements of the terms and conditions of this Bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any person who is adversely affected by the solicitation, decision or intended decision pertaining to this Bid must file with the Board, through its Purchasing Department, a written notice of protest within 72 hours after the posting or notification. A formal written protest shall be filed within 10 calendar days after filing the notice of protest. The 72 hours period referred to herein shall not include Saturdays, Sundays, or state holidays.

All Respondents acknowledge that the CCSB, as a result of the time lost and costs associated with an unsuccessful Bid protest, will suffer significant damages and losses. Any person who files an action protesting a solicitation, decision or intended decision pertaining to this Bid pursuant to Chapter 120, Florida Statutes, shall post with the Purchasing Department, at the time of filing the formal written protest, a bond in the amount equal to one percent (1%) of the total estimated contract value provided the amount shall not exceed \$5,000.00 nor be less than \$500.00.

The security may be in the form of a bank cashier's check or bank certified check payable to "The School Board of Citrus County, Florida," or in the form of a Bond naming as obligee therein "The School Board of Citrus County, Florida." The RESPONDENT, as the PRINCIPAL, shall execute each such bond therein, and by a Surety acceptable to the School Board. The Protest Bond or check shall be dated the same date as the date shown on the RESPONDENT'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-in-Fact, who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.

Should the protesting RESPONDENT be successful in its Bid protest, the SECURITY submitted by that RESPONDENT shall be returned to the Protesting RESPONDENT in full. Should the protesting RESPONDENT'S protest be unsuccessful, the SECURITY submitted by the protesting RESPONDENT, shall be retained by the CCSB and the protesting RESPONDENT shall have no right to same or any part of same.

If the protesting RESPONDENT'S protest is unsuccessful, and the SECURITY submitted by the RESPONDENT is in the form of a protest bond, the RESPONDENT and the Surety on said protest bond shall forthwith pay over to the CCSB the full monetary amount and penal sum of said protest bond and CCSB shall retain such amount and sum.

In the case of a protest of another RESPONDENT'S Bid submittal, the Bid submittal being protested by the protesting RESPONDENT must be rejected by the School Board for the reasons stated in the protesting Respondent's protest in order for the protest to be considered successful.

In the case of the RESPONDENT protesting the rejection of its own Bid submittal, for the protest to be successful, the School Board must award the contract to the protesting RESPONDENT.

12. **RENEWAL:** Unless otherwise specified in this solicitation, CCSB reserves the right to renew this contract or any portion thereof for a period equal to the original bid term or for three (3) additional one (1) year periods, whichever is greater, under the same terms, conditions, and specifications as the original solicitation upon mutual agreement in writing.
13. **EXTENSION OF CONTRACT:** Prior to the expiration of any contract resulting from a successful Bid CCSB, at its discretion, may require an extension of said contract for a period which shall not exceed the original termination date by more than ninety (90) days to allow such time for resoliciting. All prices, terms, conditions, and specifications on the last day of the contract shall remain in effect for the contract extension period. The Respondent agrees to this condition upon submission of a signed submittal. Additional extensions beyond the required ninety (90) days shall be subject to agreement in writing of both parties.
14. **ESCALATION:** Escalation provisions by the Respondent are not acceptable unless otherwise specified in this solicitation.

15. **PRICES QUOTED:** Firm prices shall be bid and include FOB, freight prepaid, inside delivery to the destination unless otherwise specified in this solicitation. Respondents shall reflect cash discounts in the unit prices quoted. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Prices are to be submitted in accordance with the quantities required, which appear in the solicitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the Purchasing Department reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary, and recommend an award based upon the overall group total.
16. **QUANTITY SPECIFIED:** CCSB reserves the right to increase or decrease the quantity of any and all Bid items as it deems appropriate. The unit price shall remain as accepted at time of award. If additional quantities are not acceptable, the Price Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY."
17. **CONDITION OF ITEMS/SERVICES:** Unless otherwise specified in this solicitation, all items and/or services purchases/rendered shall be equal to or exceed the specifications herein and be guaranteed to be free from defects in workmanship and/or materials. All items requested must be *new*, the latest model manufactured, first quality, and carry the manufacturers or Respondent's standard warranty. Bids on "*used, remanufactured or reconditioned*" items will not be considered unless specifically requested in the solicitation.
18. **METHOD OF ORDERING:** Orders shall be processed only upon receipt of an authorized purchase order issued by CCSB or when placed by an authorized CCSB Visa Card Holder. All orders will be initiated on an as-needed basis throughout the term of this Bid. Orders shall be promptly filled and delivered to the location specified on the purchase order.
19. **DELIVERY:** Unless actual delivery is specified, or if specified delivery cannot be met, Respondent shall show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award (see Special Conditions or Specifications). Delivery shall be during CCSB working hours being Monday through Friday 8:30 a.m. - 2:30 p.m., excluding holidays unless otherwise specified in this solicitation.
20. **MANUFACTURER'S NAME AND APPROVAL OF EQUIVALENT:** Any manufacturer's names, trade names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Respondent may offer any brand for which they are an authorized representative, which meets or exceeds the specifications for any item(s). Note: Sometimes substitutes are not acceptable. If Bids are based on equivalent products, indicate on the Bid form the manufacturer's name and number. Respondent shall submit with his or her Bid submittal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid submittal will not satisfy this provision. The Respondent shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The CCSB reserves the right to determine acceptance of item(s) as an approved equivalent. Bid submittals that do not comply with these requirements are subject to rejection. Bid submittals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with specifications as listed on the Bid form.
21. **SAMPLES:** The Respondent shall provide product samples, without charge, when requested. If the sample is not consumed through testing, it will be returned to the Respondent when said request is submitted with the submittal. Unused samples will be returned at the Respondent's risk and expense. The successful Respondent's samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted to the Purchasing Department, unless specified elsewhere in this solicitation. All samples shall be identified with the Respondent's name, solicitation number and title, and product name. Failure to deliver required samples or to identify samples clearly as indicated may be cause for rejection of Bid submittal.
22. **ITEM SUBSTITUTIONS/DISCONTINUATIONS:** Under no circumstances may a Contractor substitute a different product for any item awarded from this Bid, without prior approval. In the event an awarded item is discontinued by the manufacturer during the term of this Bid, the Contractor shall provide an acceptable substitute item at the same Bid price or risk being found in default. The Contractor must file a written request with the Purchasing Department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete specifications for the proposed substitute item, and a sample, if requested.
23. **DAMAGED ITEMS:** In the event an item(s) is received, and it is later determined there is concealed damage when the item(s) is unpacked; the item(s) must be replaced by the Contractor at no cost to the CCSB.
24. **VARIANCE IN CONDITION:** Any and all Special Conditions and Specifications attached hereto which vary from these General Conditions shall have precedence. Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: (1) Specifications; (2) Special Conditions; (3) General Terms & Conditions.

25. **BID/PERFORMANCE BONDS:** When a bid or performance bond is required, details of those requirements will be indicated under Special Conditions.
26. **PURCHASES BY OTHER PUBLIC AGENCIES/PIGGYBACK (FAC-6A-1.012(6)):** With the consent and agreement of the awarded Contractor, purchases may be made under this solicitation and any resulting contract by other governmental agencies, political subdivisions within the State of Florida, or any other public entity. Such purchases shall be governed by the same terms and conditions stated herein. Further, it is understood that each agency will issue its own purchase order to the Contractor. This agreement in no way restricts or interferes with the right of any other public agency to rebid any or all of these items.
27. **USE OF OTHER CONTRACTS/NON-EXCLUSIVITY:** CCSB reserves the right to utilize any other contract, including, but not limited to 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, federal agencies, cooperative agreements per Rule 6A-1.012, Florida Administrative Code, in lieu of any offer received, or award made as a result of this solicitation, if it is in the best interest of the CCSB to do so. CCSB also reserves the right to bid separately or to purchase any item(s) and/or service(s) covered under this agreement, if deemed to be in the best interest of CCSB, at any time during this agreement term.
28. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement and any amounts to be paid, or of any or all of its rights, title, or interest therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by CCSB.
29. **FLORIDA STATE CONTRACT, "SNAPS" AGREEMENTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:** If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this Bid, the Respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The Purchasing Department reserves the right to reject all bids and purchase from State Contracts, SNAPS Agreements, or FDOE Contracts if to do so represent the best interests of the CCSB.
30. **TAXES:** Purchases are exempt from ALL Federal Excise and State Sales Tax.
31. **INVOICING AND PAYMENT FROM PURCHASE ORDERS:** CCSB will only pay the dollar amounts as authorized on the purchase order. Payment will be made according to Chapter 218, F.S., Local Government Prompt Payment Act., after the items awarded to a Contractor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment terms are Net 30 days after receipt of an acceptable invoice. All invoices must bear the purchase order number. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and all correspondence. The Contractor will be required to submit invoices and reference purchase order numbers on all requests for payment. Invoices shall be mailed directly to: Accounts Payable, 1007 W Main Street, Inverness, FL 34450. A separate invoice must be received for each purchase order number.
32. **PAYMENT BY PURCHASING CARD(S):** The CCSB utilizes Purchasing Cards in many cases to procure products and services or for payment under this solicitation. The Contractor will complete a sales receipt, which includes the following Information: (1) Card number, expiration date, cardholder name, and school/department, (2) Date and amount of purchase, (3) Itemized list of item description, quantity, price, and (4) Contractor's name and identification.
33. **LAWS AND REGULATIONS:** The Respondent shall be responsible to know and apply all applicable federal, state, county, and local laws, and all ordinances, rules, and regulations that in any manner affect the items covered herein. All applicable federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in response to this solicitation and shall govern all claims and disputes which may arise between the Respondents submitting a response to this solicitation and CCSB by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise. Lack of knowledge by the Respondent shall in no way be a cause for relief from responsibility.
34. **INSURANCE, LICENSES, AND PERMITS:** The Contractor shall obtain and pay for all necessary insurance, licenses, and related documents required to comply with the solicitation specifications and maintain same in full force and effect during the term of this contract. Contractor shall also be responsible for obtaining all necessary building permits to be issued and paid for by CCSB, unless otherwise specified in this solicitation. The Contractor shall save and hold harmless the CCSB as a result of any infraction of the aforementioned.

35. **PATENTS, COPYRIGHTS, AND ROYALTIES:** The Contractor, without exception, shall indemnify, defend, and hold harmless The School Board of Citrus County, Florida, and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the CCSB. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception its Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
36. **MARKETING/ADVERTISING:** By submitting or being awarded this solicitation, Contractor agrees not to use the results as a part of any marketing and/or commercial advertising using CCSB's name, logos, etc. without written approval of the CCSB.
37. **FORCE MAJEURE:** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.
- For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
38. **CONTRACTOR PERFORMANCE:** A Vendor Performance Report form will be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the Contractor's history. The report and process will assist CCSB to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of Contractor from future business with CCSB.
39. **TERMINATION / CANCELLATION OF CONTRACT:** CCSB reserves the right to cancel the contract, or any part herein, without cause or penalty. CCSB will notify the Contractor of the intent to terminate, in writing, a minimum thirty (30) days prior to the effective date of termination, and the agreement will officially terminate at the end of the thirty (30) day grace period. Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of and/or obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the agreement.
40. **TERMINATION FOR CAUSE AND CONVENIENCE:** The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the CCSB shall determine that such termination is in the best interest of the District. Any such termination shall be affected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the CCSB shall have no other obligations to Contractor. Contractor 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.

A Vendor Performance Report will be issued by the District's Contract Administrator, or designee, to document any unsatisfactory performance by the Contractor including deficiencies or default in the performance of its duties under the awarded contract for any violations to any provisions and/or failure to perform their obligations under this contract in a manner satisfactory to the CCSB as per contract specifications. Contractor shall have ten (10) days to correct any and all deficiencies. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default and a recommendation shall be made to the School Board for immediate cancellation, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the CCSB's sole discretion whether to exercise the right to terminate. Furthermore, the School Board may suspend the Contractor from future bids and business with the CCSB for a specified period of time. Thereafter, the Contractor may request to be placed back on the Active Vendor List.

Failure of the Contractor shall give the CCSB the right to cancel this contract, but waivers of this right, in any instance, shall not prevent the subsequent exercise of this right by the CCSB or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service (Title 32, Section (80.36(i)(1))). Upon cancellation, hereunder the CCSB may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. If said contract should be terminated for cause or convenience as provided herein, the CCSB shall be relieved of all obligations under said

contract. The CCSB shall only be required to pay to the awarded Contractor that amount of the contract actually performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the Contractor. Termination for cause includes terminations under 287.135, F.S. Contractor shall not be found in default for events as defined under Force Majeure. If a contract is terminated for cause or convenience, the CCSB may either resolicit or award the next lowest, most responsive, and responsible Respondent if deemed to be in its best interest.

41. **LIQUIDATED DAMAGES:** Time is an essential element of all contracts and is important that the work be vigorously prosecuted until completion/delivery. The Contractor agrees to the use of Liquidated Damages in the event the Contractor fails to perform in accordance with the provisions herein. On the occasion where the Contractor has been found to be in default of the contract, or any material provision thereof, or fails to remedy any deficiency in performance, CCSB may procure the necessary supplies or services from an alternative source and hold the Contractor financially responsible for any excess costs incurred. The difference between the Bid price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Contractor. A Contractor who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due shall lose eligibility to transact business with the CCSB for a period of one (1) year after the default date. Thereafter, the Contractor may request to be placed back on the Active Vendor List.
42. **BANKRUPTCY/INSOLVENCY:** At the time of Bid submission, Contractor shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If Contractor is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency, or receivership thereafter, CCSB may, at its option, terminate and cancel the Agreement, in which event all rights hereunder shall immediately cease and terminate.
43. **GOVERNING LAW AND VENUE:** All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Citrus County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Ocala Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
44. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
45. **RECORDS RETENTION** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the CCSB makes final payments and all other pending matters are closed.
46. **FERPA:** To the extent Services provided hereunder pertain to the access to student information, Contractor shall adhere to all standards included in Sections 1002.22 and 1002.221, Florida Statutes (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, Contractor, and its officers, employees, agents, and representatives, shall fully indemnify and hold CCSB harmless for any violation of this provision including, but not limited to, defending CCSB and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon CCSB, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon CCSB arising out of the breach of this provision by Contractor, its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement and shall remain fully binding upon Contractor. A separate Non-Disclosure Agreement may be required.

47. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:** All material submitted becomes the property of the CCSB. If Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Respondent must also simultaneously provide the CCSB with a separate redacted copy of its response. The redacted copy shall contain the CCSB solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to CCSB at the same time the Respondent submits its response to the solicitation and may only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. In compliance with 119.07(1)(e), Florida Statutes, Respondent must "state the basis for the exemption" that he/she "contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute."

The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify CCSB for any and all claims from or relating to the Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

The CCSB will make no effort to verify whether or not the redacted material is exempt from Chapter 119 Florida Statutes. The determination is strictly the responsibility of the Respondent.

If the Respondent fails to submit a Redacted Copy with its response, CCSB is authorized to produce the entire documents, data or records submitted by the Respondent in response to a public records request for these records.

48. **PUBLIC ENTITY CRIME:** Per the provisions of § 287.133 (2) (a), Fla. Stat. "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 § 287.017, Fla. Stat., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."

49. **HOLD HARMLESS AGREEMENT:** During the term of this agreement the Contractor shall indemnify, hold harmless, and defend the CCSB, its agents, servants and employees from any and all cost and expenses, including but not limited to attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servant and employees, may pay or become obligated to pay on account of any, all or every claim or demand, or assertion of liability, or any claim or actions founded thereon, arising or alleged to have arisen out of the products,

goods or services furnished by the Contractor, his agents, servants or employees, or any of his equipment when such person or equipment are on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, or death of any person, group or organization whether employed by the Contractor or the Board or otherwise.

50. **OSHA:** The Respondent certifies that all material, equipment, etc., contained in the Bid submittal meets all Occupational Safety Hazards Act (OSHA) requirements. The Respondent further certifies that, if he/she is the successful Respondent, and the material, equipment, etc., delivered is subsequently found to be in non-compliance with any OSHA requirements in effect on date of delivery, all cost necessary to bring the material, equipment, etc., into compliance with aforementioned requirements shall be borne by the Respondent. Failure of the Respondent to bring any and all material, equipment, etc., contained in a particular Bid submittal, inconformity with all OSHA requirements, shall constitute default under this agreement.

51. **ASBESTOS STATEMENT:** All material supplied to the CCSB under this Bid must be 100 percent asbestos free unless otherwise specified. Respondent, by virtue of submitting a response to this Bid, certifies by signing Bid submittal that if awarded any portion of this Bid, will supply only material or equipment that is 100 percent asbestos free. No Bid submittal will be considered unless this is agreed to by the Respondent.

52. **SAFETY DATA SHEETS (SDS):** The Respondent(s) must submit a Safety Data Sheet (SDS) with the Bid submittal for all hazardous materials and chemicals or within forty-eight hours upon request from the CCSB. Failure to submit the required SDS may be cause for rejection of the Bid submittal. The SDS shall also be provided with each shipment of each hazardous materials and/or chemical. This information must be provided in compliance with Florida's Right-To-Know law.

53. **FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the CCSB. The CCSB shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement.
54. **ANTI-DISCRIMINATION:** CCSB does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the bases of race, color, religion, gender, pregnancy, national origin, age, disability, marital status, or any other reason prohibited by law.
55. **BIDDING PREFERENCE LAWS:** When tabulating responses for purchases of personal property, if the lowest response is submitted by a Respondent whose principal place of business is located outside the State of Florida and the state or political subdivision thereof where the Respondent's principal place of business is located provides a preference, a preference equal to that granted in the Respondent's home state will be granted to the lowest responsible and responsive Respondent having a principal place of business in the State of Florida. When tabulating responses for purchase of personal property, if the lowest response is submitted by a Respondent whose principal place of business is located outside the State of Florida and the state or political subdivision thereof where the vendor's principal place of business is located does not provide a preference, a preference of 5% will be granted to the lowest responsible and responsive Respondent having a principal place of business in the State of Florida.

Respondents whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, submit a written opinion as required by § 287.084 (2), *Fla. Stat.*, and must submit this opinion with the submitted Bid. Such opinion should permit CCSB's reliance on such attorney's opinion for purposes of complying with § 287.084 (2), *Fla. Stat.* Failure to submit the written opinion with the Bid submittal shall result in submittal being considered "non-responsive" and the submittal be rejected.

56. **FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENT:** All Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered Respondents must have an active status in order to be eligible to do business with CCSB. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit www.Sunbiz.org.

For non-Florida businesses, submit documentation from the state in which the business was formed, including their state's document number and a screen shot of their current, date-identified "active" status with Bid submittal.

57. **STATE TERM CONTRACTS:** Following Section 1010.04, F.S., the CCSB hereby notifies interested parties that the purchasing agreements and state term contracts available under Section 287.056, F.S., of the Department of Management Services have been reviewed to determine if they suit the needs of the district and/or provide an economic advantage.
58. **HUMAN TRAFFICKING:** In accordance with Section 787.06, F.S., all nongovernmental entities executing, renewing, or extending a contract with CCSB shall provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in this section. Failure by the Contractor to comply shall be cause for immediate termination of the Contract.
59. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Section 287.135, Florida Statutes, "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to 215.473, Florida Statutes, or 2. Is engaged in business operations in Cuba or Syria."

Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida Law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, created pursuant to Section 215.473, Florida Statutes, and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The CCSB may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida Law are found to have submitted a false certification or any of the following occur with respect to the company or related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or is found to have engaged in business operations with Cuba or Syria. Notwithstanding the preceding, the CCSB reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the CCSB determine that the conditions set for in Section 287.135(4), Florida Statutes, are met.

60. **CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED:** In accordance with section 287.138, F.S., A Contractor submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with CCSB which would grant the Contractor access to an individual's personal identifying information, as defined in section 501.171, F.S., must provide an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Failure by the Contractor to comply shall be cause for immediate termination of the Contract.
61. **PROHIBITION OF GRATUITIES:** By submission of a Bid, Respondent certifies that no employee of CCSB has or shall benefit financially or materially from such Bid or subsequent contract. Any contract issued as a result of this solicitation 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.
62. **SCHOOL SECURITY:** Contractor acknowledges and understands that the goods/services contemplated by this Contract are delivered to or performed on public property owned by the CCSB, which property may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Contractor agrees to the following provisions and agrees that the failure of Contractor to comply with any of these provisions may result in the termination of this contract by CCSB:
- a. **Unauthorized Aliens:** CCSB considers the employment of unauthorized aliens by the Contractor, or any of its subcontractors, a violation of the Immigration and Naturalization Act. Contractor shall screen those working on the project site to ensure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Contractor shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
 - b. **Possession of Firearms:** Possession of firearms will not be tolerated on CCSB property. No person who has a firearm in their vehicle may park their vehicle on CCSB property. Furthermore, no person may possess or bring a firearm on School property. If any employee/independent contractor of the Contractor, or any of its sub-contractors, is found to have brought a firearm on to CCSB property, said employee/independent contractor shall be immediately removed and terminated from the project by the Contractor. If a sub-contractor fails to terminate said employee/independent contractor, the Contractor shall terminate its agreement with the sub-contractor. If the Contractor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the CCSB may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

- c. **Criminal Acts:** Employment on the project by the Contractor, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Contractor agrees to take all steps necessary to remove such person from the project and the property. CCSB shall have the right to terminate this Agreement if the Contractor does not comply with this provision.
 - d. **Possession/Use/Under the Influence of Mind-Altering Substances:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees/independent contractors or its sub-contractors' employees/independent contractors will not be tolerated on CCSB property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on CCSB property, said employee/independent contractor shall be removed and terminated from the project by the Contractor. If a sub-contractor fails to terminate said employee/independent contractor, the Contractor agreement with the sub-contractor for the project shall be terminated. If the Contractor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the CCSB may terminate this Agreement.
 - e. **Contact with Students:** No construction worker, material men, supplier, or anyone involved in any manner shall have direct or indirect contact with students at the school property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from the CCSB. Contractor shall be responsible for ensuring compliance by all subcontractors or other persons involved in any manner with this construction project.
 - f. **Compliance with the Jessica Lunsford Act:** The State of Florida enacted legislation in September 2005 known as The Jessica Lunsford Act. The law requires that all persons or entities entering into contracts with the CCSB who may have personnel who will be at a school facility when students are present, have direct contact with students, or have access to or control of school funds comply with the Level 2 screening requirements of the statute. The required Level 2 screening includes fingerprinting, which must be conducted by the Purchasing Department of the CCSB located at 1007 West Main Street, Inverness, Florida, or other school district included in the Florida Shared School Results database. There will be a cost for each individual processed, which must be paid at the time of processing by the Contractor. The cost may be adjusted annually. Any individual who fails to meet the screening requirements shall not be allowed on school grounds when students are present, shall not have direct contact with students, and shall not have control over school funds. Failure to comply with the screening requirements will be considered a material default of this agreement. Approved Vendors/Contractors will be issued a Citrus County Approved Vendor Badge before being permitted on school grounds.
 - g. To schedule a fingerprinting appointment, contact the Purchasing Department, Megan Davis at 352-726-1931 ext. 2479 or email at purchasing@citruschools.org. Additional information and fingerprint data request forms may be obtained on the CCSB's website at www.citruschools.org under Vendor Information.
63. **DATA CONFIDENTIALITY:** The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of student information and confidential data, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to CCSB, or an individual identified with the data or information in Contractor's custody.
64. **RIGHTS TO DATA:** CCSB is and will remain the owner of all data provided to Contractor by the CCSB pursuant to this Contract. Contractor will not use such data for any purpose other than providing services and support to customer under this Contract, nor will any part of such data be sold, assigned, leased, or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of Contractor. Contractor will not possess or assert any lien or other right against such data.
65. **NON-DISCLOSURE:** Each party is permitted to disclose the other party's Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need-to-know basis only.
66. **DATA TERMINATION:** Contractor agrees that any and all transmission or exchange of system application data with CCSB and/or any other parties shall take place via secure means using current industry approved encryption standards.
67. **DATA SECURITY:** Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g., Microsoft notifications, etc.). In situations where the Contractor will be collecting and/or storing personally identifiable information (PII), protected health information (PHI), financial or other sensitive data, a SOC 2 Type II report shall be made available upon request by CCSB.

68. **DATA STORAGE AND BACKUP:** The Contractor agrees that any and all CCSB data will be stored, processed, and maintained solely on designated servers and that no CCSB data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an CCSB officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the CCSB Chief Information Security Officer for any general or specific case. Contractor agrees to store all CCSB backup data stored as part of its backup and recovery processes in encrypted form.
69. **END OF AGREEMENT DATA HANDLING:** Contractor agrees that upon termination of this Agreement, or future agreement between the parties for similar services and upon request from CCSB, it shall return to CCSB all data provided by to CCSB in a useable electronic form, and erase, destroy, and render unreadable all CCSB data in its entirety in accordance with DoD 5220.22-M in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of CCSB, whichever shall come first.
70. **DATA BREACH:** Contractor agrees to comply with the State of Florida Database Breach Notification Act set forth in Section 501.171, F.S. In the event of a breach described in Section 501.171, F.S. ("Notification Event"), Contractor will notify CCSB immediately and will comply with the requirements of Section 501.171, F.S. assume responsibility for all costs associated with complying with the breach notification and informing all such individuals in accordance with applicable law. Contractor agrees to indemnify, hold harmless and defend CCSB and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
71. **MANDATORY DISCLOSURE OF CONFIDENTIAL INFORMATION:** If either party becomes compelled by law or regulation (including securities laws) to disclose any information which applicable law or this Agreement requires be held confidential, then such party will provide the other party with prompt written notice so that such other party may seek an appropriate protective order or other remedy. If a remedy acceptable to the party whose Confidential Information is at issue is not obtained by the date that the party subject to the disclosure requirement must comply with such requirement, then such party will furnish only that portion of the Confidential Information that it is legally required to furnish, and to the extent allowed by law, such disclosing party shall require any recipient of the Confidential Information to exercise commercially reasonable efforts to keep the information confidential.
72. **REMEDIES FOR DISCLOSURE OF CONFIDENTIAL INFORMATION:** Both parties acknowledge that unauthorized disclosure or use of the Confidential Information may irreparably damage the party whose Confidential Information is disclosed in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the affected party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Each party further grants the other party the right, but not the obligation, to enforce these provisions in its name against any of such party's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
73. **SAFEKEEPING AND SECURITY:** As part of the services provided under this contract, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued by CCSB to Contractor's employees, agents, or subcontractors, if any. Contractor agrees to require its employees to promptly report a lost or stolen access device or information. The Contractor will not knowingly permit any of Contractor's personnel to have access to any CCSB facility, records, or data of CCSB if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five (5) years in order to verify the above. Contractor shall assure that all agreements with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of CCSB.
74. **REQUEST FOR ADDITIONAL PROTECTION:** From time to time, CCSB may reasonably request that Contractor modify or increase its protection of the confidentiality of certain Confidential Information as necessary to ensure that confidentiality is maintained. Such modifications to the methods or manners by which the Confidential Information is

maintained will be mutually agreed upon by the parties in a written amendment to this Agreement. Contractor shall not unreasonably decline CCSB' request.

75. NOTICE OF PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS:

Pursuant to Section 1010.04, F.S., CCSB may not:

- a. Request documentation of or consider a vendor's social, political, or ideological interests.
- b. Give preference to a vendor based on the vendor's social, political, or ideological interests.

76. NOTICE: Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with provisions of this paragraph. For the present, the Contractor designates the address set forth on the first page of this solicitation as its place for receiving notice, and CCSB designates the following address for such notice:

The School Board of Citrus County, Florida

Attention: Purchasing Department
1007 West Main Street, Building 200
Inverness, FL 34450
Telephone: (352) 726-1931

Email: purchasing@citruschools.org

77. CONDITIONS FOR EMERGENCY / HURRICANE DISASTER: It is hereby made a part of this Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the CCSB, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as determined by the CCSB. Vendor/Contractor agrees to rent/sell/lease all goods and services to the CCSB, or other government entity as opposed to a private citizen, on a first priority basis. The CCSB expects to pay a fair and reasonable price for all products in the event of a disaster, emergency, or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

78. DEBARMENT AND SUSPENSION: In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed as excluded or suspended parties on the System for Award Management (SAM) issued by the General Services Administration (GSA).

79. 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.

80. FEDERAL DRUG FREE WORKPLACE: Contractor agrees to comply with the drug-free workplace requirements of federal contractors pursuant to 41 U.S.C.A. § 8102.

81. E-VERIFY: Every contractor and subcontractor desiring to enter into a contract with the CCSB shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

- a. Contractor must provide evidence of compliance with Executive Order 11-116, and Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- b. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- c. Contractor shall provide a copy of sub-contractor affidavit to the CCSB upon receipt and shall maintain a copy for the duration of the Agreement.

- d. Failure to comply with this provision is a material breach of an Agreement, and CCSB may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with CCSB securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
- e. For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration during the term of this Agreement.

83. **FEDERAL FUNDING:** Federal Funding Contract Provisions/Clauses (200.326) apply to all contracts using Federal Funds as a source for the purchase of goods and services. The Respondent(s) awarded must not take exception to any part of these regulations. These provisions are covered under the Federal Award Provisions section of this solicitation. Any purchase made under this awarded contract, using Federal funds, may require additional certification forms completed and signed by the awarded Respondent(s). Purchase Order(s) will not be issued until/unless all required forms are received by the District and all Federal provisions have been met (as applicable).

84. **PUBLIC RECORDS:**

PUBLIC RECORDS NOTICE

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE PUBLIC INFORMATION AND COMMUNICATIONS OFFICER, EMAIL ADDRESS: BLAIRL@CITRUSSCHOOLS.ORG AND PUBRICRECORDS@CITRUSSCHOOLS.ORG; TELEPHONE NUMBER: 352-726-1931 ext. 2211; ADDRESS: 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the CCSB to perform the service.
- b. Upon request from the CCSB's custodian of public records, provide the CCSB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the CCSB.
- d. Upon completion of the contract, transfer, at no cost, to the CCSB all public records in possession of Contractor or keep and maintain public records required by the CCSB to perform the service. If Contractor transfers all public records to the CCSB upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CCSB, upon request of the CCSB's custodian of public records, in a format that is compatible with the information technology systems of the CCSB.
- e. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the CCSB.

FEDERAL AWARD PROVISIONS

The following contract provisions for non-Federal entity contracts under Federal award are an extension of the General Terms and Conditions herein and failure by Respondent to comply with these provisions, as applicable, is cause for rejection of a bid submittal.

APPENDIX II TO 2 CFR PART 200: All contracts made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

1. **EQUAL EMPLOYMENT OPPORTUNITY** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by the District and their Contractors or sub grantees).
2. **DAVIS-BACON ACT** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to construction contracts in excess of \$2,000 awarded by the district and sub grantees when required by Federal grant program legislation).
3. **COPELAND "ANTI-KICKBACK" ACT** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and sub grants for construction or repair).
4. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and sub grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).
5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and sub grants of amounts in excess of \$150,000).
7. **BYRD ANTI-LOBBYING AMENDMENT:** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (Applicable to contracts greater than or equal to \$100,000).
8. **PROCUREMENT OF RECOVERED MATERIALS** (2 CFR 200.322): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the time exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. **DEBARMENT AND SUSPENSION:** Debarment and suspension are addressed under General Terms and Conditions, paragraphs 78 and 79.
10. **REMEDIES FOR VIOLATION OR BREACH OF CONTRACT:** Remedies for violation or breach of contract are addressed under General Terms and Conditions, paragraph 40.
11. **TERMINATION FOR CAUSE AND CONVENIENCE:** Termination for cause and for convenience are addressed under General Terms and Conditions, paragraph 40.

FEDERAL PROGRAM REQUIREMENTS – USDA: In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, the following provisions are required by the United States Department of Agriculture (“USDA”) when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

12. **RECORDS RETENTION** (34 CFR 80.36(i)(11)): Provisions for records retention are addressed under General Terms and Conditions, paragraph 45.
13. **CIVIL RIGHTS:** The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113- 1, Civil Rights Compliance and Enforcement— Nutrition Programs and Activities, and any additions or amendments.
14. **BUY AMERICAN** (7 CFR PART 210.21 (d)): Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1988(Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” mean that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meal programs.
15. Before supplying any non-domestic products, successful Respondent must request approval for exceptions to the Buy American Provision by providing the following documentation to the CCSB: Written request for consideration on the use of a domestic alternative when competition reveals the cost of domestic is significantly higher than non-domestic food and; Written request for use of non-domestic alternative due to domestic food not being produced or manufactured in sufficient and reasonable quantities.
16. **ENERGY EFFICIENTY / CONSERVATION** (42 U.S.C. 6201): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
17. **DISCOUNTS, REBATES & CREDITS** (7 CFR Part 210.21 (f)(i)): The awarded Respondent shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. If the company received a discount, rebate, allowance, or incentive from any supplier, the company must disclose and return to the CCSB the full amount of the discount or applicable credit that is received based on the purchase made on behalf of the CCSB.

FEDERAL PROGRAM REQUIREMENTS - FEMA: In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, the following provisions are required by the Federal Emergency Management Agency (“FEMA”) when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

18. **ACCESS TO RECORDS** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the CCSB, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific Bid for the purpose of making audit, examination, excerpts, and transcriptions.

19. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination.
20. **DHS SEAL, LOGO, AND FLAGS:** The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
21. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
22. **NO OBLIGATION BY FEDERAL GOVERNMENT:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
23. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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SECTION 7 – ATTACHMENTS

The following Attachments must be completed and returned with your bid submittal:

- A-1** PROPOSAL ACKNOWLEDGEMENT FORM
- A-2** PROPOSAL PRICE FORM
- A-3** RESPONDENT'S STATEMENT OF EXPERIENCE AND QUALIFICATIONS
- A-4** CONFLICT OF INTEREST
- A-5** DRUG FREE WORKPLACE CERTIFICATION FORM
- A-6** CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- A-7** CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL STATEMENT
- A-8** STATE OF FLORIDA AFFIDAVIT REGARDING USE OF COERCION FOR LABOR AND SERVICES
- A-9** BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION (*To be submitted with each bid or offer exceeding \$100,000*)
- A-10** RESPONDENT'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

A-1 PROPOSAL ACKNOWLEDGEMENT FORM

Solicitation No.: 2027-06-RFP Network Core Switch Equipment (E-Rate)

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY AN OFFICER OR EMPLOYEE HAVING AUTHORITY TO BIND THE RESPONDENT AND RETURNED AS PART OF YOUR RESPONSE. The signing of this acknowledgement form certifies that I have read and agree to abide by this solicitation's instructions, terms, conditions, specifications, attachments, addenda, and/or any other pertinent documents as determined by CCSB which are incorporated by this reference into your response and made a part of any contract awarded as a result of this solicitation. This form and the accompanying documents constitute a firm offer from the Respondent.

Legal Company Name: _____
(as registered on Sunbiz.org)

FEIN: _____ E-Verify Number _____

Address: _____

City, State, Zip: _____

Telephone: _____ E-Mail: _____

Authorized Signature: _____ Date: _____

Printed Name & Title of Above: _____

PURCHASING CARDS: District personnel may choose to use a Visa Purchasing Card in place of a purchase order to make purchases from this Bid. Unless exception to this condition is checked below, the Respondent, by submitting a Bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card. Refusal to accept this condition may cause your Bid to be declared non-responsive.

☐ I do not accept the above condition

ADDENDA ACKNOWLEDGEMENT: Respondent is advised prior to submission of a Proposal to check VendorLink for any Addenda that may have been issued. **By signing of this form, Respondent certifies receipt and acknowledgement of the following addenda, as released by Purchasing:**

Addendum No. 1 Dated: _____

Addendum No. 2 Dated: _____

Addendum No. 3 Dated: _____

Addendum No. 4 Dated: _____

STATEMENT OF NO PROPOSAL: I hereby submit this as a "NO BID" for the reason(s) checked below:

- | | |
|--|---|
| ☐ Insufficient time to respond | ☐ Could not meet Insurance requirements |
| ☐ Addenda were received too late to respond | ☐ Could not meet bonding requirements |
| ☐ Could not meet specifications | ☐ We do not offer the product or service requested |
| ☐ Specifications were unclear or restrictive | ☐ Our schedule will not permit us to respond |
| ☐ Terms & Conditions were unclear or restrictive | ☐ We do not bid directly |
| ☐ Keep our company on this bid list for future bids | ☐ Remove our company name from this list for future bids |
| ☐ Other: _____ | |

A Statement of No Proposal may be returned via email to the Procurement Contact listed for this solicitation.

SUBMITTAL CHECKLIST: Please use this checklist to make sure you have enclosed all **Required** documents before submitting your proposal. Failure to submit all the required documentation may render your proposal non-responsive.

NOTE: The list below may not be inclusive of all requirements.

Attachments:

- ☐ A-1 Proposal Acknowledgement Form
- ☐ A-2 Proposal Price Form (Printed and Signed by Respondent)
- ☐ A-2 Proposal Price Form (in Electronic Excel Format)
- ☐ A-3 Respondent's Statement of Experience and Qualifications
- ☐ A-4 Conflict of Interest Form
- ☐ A-5 Drug Free Workplace Certification Form
- ☐ A-6 Debarment Certification
- ☐ A-7 Confidential, Proprietary, or Trade Secret Material Statement
- ☐ A-8 Affidavit Regarding Use of Coercion for Labor and Services (Human Trafficking)
- ☐ A-9 Byrd Anti-Lobbying Amendment Certification (*To be submitted with each bid or offer exceeding \$100,000*)
- ☐ A-10 Respondent's Statement of Principal Place of Business

Additional Required Documents:

- ☐ Letter/Certificate of Authorized Distribution
- ☐ Literature/Specifications of Alternate Equipment (if applicable)
- ☐ Copy of Manufacturer Warranty
- ☐ Copy of Licenses and Certificates; Business Tax Receipt, etc. (if applicable)
- ☐ Proof of valid Service Provider Identification Number ("SPIN")
- ☐ Proof of valid Federal Communications Commission Registration Number ("FRN")
- ☐ Proof of FCC Green Light Status
- ☐ If a Florida Corporation, a screenshot of "ACTIVE" status through www.sunbiz.org.
- ☐ If Non-Florida Corporation, a screenshot of their current, date-identified "ACTIVE" status from the state in which the business was formed.
- ☐ Proof of Insurability
- ☐ Completed [W-9 Request for Taxpayer Identification Number and Certification Form](#)
- ☐ **All additional documentation required under Section 3, Pages 8-11.**

A-2 PROPOSAL PRICE FORM

Respondents shall complete the requested pricing electronically on the Excel spreadsheet provided as a separate file on www.myvendorlink.com. A printed version, signed by an individual of the proposing firm that has the ability to bind the proposing firm, must be signed and included in the submittal.

A-3 RESPONDENT'S STATEMENT OF EXPERIENCE AND QUALIFICATIONS

BUSINESS OPERATIONS:

Years in business under present name: _____ Years performing work specialty: _____

Years of past experience with CCSB: _____

Does the Respondent have both a valid SPIN and FRN as required by E-Rate?

SPIN ☐ Yes # _____ ☐ No

FRN ☐ Yes # _____ ☐ No

Does Respondent currently have FCC Green Light Status? ☐ Yes ☐ No

List applicable Licenses/Certifications/Memberships currently valid and in force (**attach copies**):

Does Respondent have the ability and experience to successfully perform all services as described? ☐ Yes ☐ No

If the answer to any of the following questions is "Yes", Respondent shall describe fully the circumstances, reasons therefore, the status, and ultimate disposition of each matter that is the subject of inquiry and attach as a separate page to this document.

- Has Respondent been declared in default of any contract? ☐ Yes ☐ No
- Has Respondent forfeited any payment of performance bond issued by a surety company on any contract? ☐ Yes ☐ No
- Within the past three (3) years, has Respondent filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐ Yes ☐ No
- Is Respondent now the subject of any litigation in which an adverse decision might result in a material change in the Respondent's financial position or future viability? ☐ Yes ☐ No
- Is Respondent currently involved in any state of a fact finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐ Yes ☐ No

REFERENCES: Respondent must provide at least three (3) commercial/governmental references from agencies which Respondent has successfully provided goods or services, in the past three (3) years, for projects similar in scope or size to the services being performed under this contract. At least one (1) reference must be a public school system. (Attach additional sheets if needed).

Reference #1 Company/Organization Name: _____

Contact Name / Title: _____

Email: _____ Phone: _____

Contract Dates: _____ Present Contract Status: _____

Scope of Work Performed: _____

Reference #2 Company/Organization Name: _____
Contact Name / Title: _____
Email: _____ Phone: _____
Contract Dates: _____ Present Contract Status: _____
Scope of Work Performed: _____

Reference #3 Company/Organization Name: _____
Contact Name / Title: _____
Email: _____ Phone: _____
Contract Dates: _____ Present Contract Status: _____
Scope of Work Performed: _____

CONTACT INFORMATION: Provide the following information for the representative assigned to this contract.

Primary Contact Representative: Representative will assist with contract management and the overall coordination of services to include but not limited to quoting projects, resolving issues with invoices, etc.

Name / Title: _____ Cell #: _____
Phone #: _____ Email: _____

Additional Representatives & Responsibilities (if applicable):

Name / Title: _____ Cell #: _____
Phone #: _____ Email: _____

Service Responsibilities: _____

Name / Title: _____ Cell #: _____
Phone #: _____ Email: _____

Service Responsibilities: _____

X _____
Signature of Authorized Representative Date

A-4 CONFLICT OF INTEREST

Respondent must execute either Section I or Section II hereunder relative to Florida State Statute 112. Failure to execute either section may result in rejection of your bid/proposal. All Respondent's must disclose, with their bid/proposal, the name of any officer, director, or agent who is also an employee of The School Board of Citrus County, Florida ("CCSB"). Further, all Proposers must disclose the name of any CCSB employee(s) who own directly, or indirectly, an interest in the Proposer or any of its branches or subsidiaries.

SECTION I

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

_____ Signature of Officer/Agent Authorized	_____ Company Name
_____ Print Name	_____ Business Address
_____ Date	_____ City, State, Zip Code

SECTION II

I hereby certify that the following named CCSB official(s) and/or employee(s) having material financial interest(s) in this company.
(Please use separate sheet(s) if needed)

_____ Name	_____ Title or Position
_____ Name	_____ Title or Position
_____ Signature of Officer/Agent Authorized	_____ Company Name
_____ Print Name	_____ Business Address
_____ Date	_____ City, State, Zip Code

A-5 DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bid submittals, 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. To have a drug-free program, a business shall:

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

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

Signature

Title

Print Name

Date

A-6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as *Part IV of the January 30, 1989, Federal Register (pages 4722-4733)*. By signing and submitting this certification the potential contractor accepts the following terms:

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW *******

(1) 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.

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

Name of Potential Contractor

Name and Title of Authorized Representative

X

Signature of Authorized Representative

Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

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

A-7 CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL STATEMENT

The School Board of Citrus County, Florida (“CCSB”) takes its public records responsibilities as provided under Chapter 119 Florida Statutes and Article 1, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Respondent must also simultaneously provide the CCSB with a separate redacted copy of its response. The redacted copy shall contain the CCSB solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy shall be provided to CCSB at the same time the Respondent submits its response to the solicitation and may only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. In compliance with 119.07(1)l, Florida Statutes, Respondent must “state the basis for the exemption” that he/she “contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute.”

The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify CCSB for any and all claims from or relating to the Respondent’s determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

The CCSB will make no effort to verify whether or not the redacted material is exempt from Chapter 119 Florida Statutes. The determination is strictly the responsibility of the Respondent.

If the Respondent fails to submit a Redacted Copy with its response, CCSB is authorized to produce the entire documents, data or records submitted by the Respondent in response to a public records request for these records.

I have read and understand my responsibilities regarding any purported confidential, proprietary or trade secret material contained in this solicitation.

After reading the above statement, please initial beside the appropriate statement below:

_____ I have not included a redacted copy of our response.

_____ I have included a redacted copy of our response along with this original.

Signature of Owner or Authorized Officer/Agent

Company Name

Print Name

Date

A-8 STATE OF FLORIDA AFFIDAVIT REGARDING USE OF COERCION FOR LABOR AND SERVICES

Vendor Name: _____

Vendor FEIN: _____

Vendor's
Authorized
Representative
Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Florida Statute §787.06(14) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by a officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The School Board of Citrus County, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Signature: _____
(Authorized Signature)

Print Name
and Title: _____

Date: _____

A-9 BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

To be submitted with each bid or offer exceeding \$100,000

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

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

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

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

Contractor Signature

Title

Print Name

Date

A-10 RESPONDENT'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

Applicable only to solicitations involving the purchase of personal property pursuant to F.S. 287.084(2)

Name of Respondent: _____ whose principal place of business
is in the state of: _____. Respondent's Signature: _____

INSTRUCTIONS: IF your principal place of business above is located **within** the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. IF your principal place of business is **outside** of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply shall be considered non-responsive to the terms of this solicitation.

LEGAL OPINION OF OUT-OF-STATE RESPONDENT'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by Attorney for an Out-of-State Respondent)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Respondent's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Respondent's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** _____% in the letting of any or all public contracts to business entities whose principal place of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Respondent's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Respondent's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** _____% in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state Respondent's attorney: _____

Printed name of out-of-state Respondent's attorney: _____

Address of out-of-state Respondent's attorney: _____

Telephone number of out-of-state Respondent's attorney: (____) _____

Email address of out-of-state Respondent's attorney: _____

Attorney's states of bar admission: _____

SECTION 8 – EXHIBITS

The following Exhibits are released and incorporated herein as part of this solicitation.

E-1 SEALED BID LABEL

E-1 SEALED PROPOSAL LABEL/COVER SHEET

The label provided below, with all appropriate information completed, should be used for the proper processing of the RFP submittal. Affix this label to the outside of your sealed proposal envelope/package or use it as the cover sheet when submitting electronically to identify it as a "Sealed Proposal". Be sure to include the name and address of the company submitting the proposal where requested.

SEALED PROPOSAL - DO NOT OPEN

Company Name: _____
Company Address: _____
Contact Name/
Phone Number: _____

DELIVERY TO: The School Board of Citrus County, Florida
 C/O Purchasing Department
 BUILDING 200
 1007 W Main Street
 Inverness, FL 34450-4625

Solicitation No.: 2027-06-RFP

Solicitation Title: Network Core Switch Equipment (E-Rate)

Solicitation Due Date & Time (EST): Thursday, October 22, 2026 @ 2:00 PM