School Board of Volusia County, Florida
Procurement Department
200 N. Clara Ave.
DeLand, FL 32720

INVITATION TO BID

TITLE: E-Rate Category Two Hardware, Licenses, and Accessories

ITB NO.: ITB-2026-6055-KK
RELEASE DATE: November 6, 2026

The public is invited to attend the bid opening on:

BID DUE DATE and TIME:
December 17, 2026 @ 2:00 P.M. EST

CONTACT: Kristine Kessler
EMAIL: klkessle@volusia.k12.fl.us

Bid Submittal shall be submitted electronically via VendorLink.com prior to the ITB DUE DATE and TIME listed above.

ITB OPENING LOCATION: Bid Openings will be made publicly available and live streamed via Teleconference on Microsoft Teams (Dial-In #: +1-878-787-7709; Conference ID: 586 339 99#) or click here to join.

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED:

Company Name: _____

Address: _____

City:_____State:_____Zip Code: _____

EMAIL:_____Telephone:_____FAX: _____

Signature of Owner or Authorized Officer/Agent: _____

Typed Name of Above: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the Offeror to sign this response. In submitting an offer to the School Board of Volusia County, Florida, I, as the respondent, offer and agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to the School Board of Volusia County, Florida all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the School Board of Volusia County, Florida. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Volusia County, Florida tenders' final payment to the Bidder. Upon approval by the Board the information contained herein shall constitute the contract between the Board and Bidder. Per Purchasing Policy 702, Bidder(s) must initiate any protest of recommendation of award within 72 hours after posting of the bid tabulation in the Procurement Department.

NO RESPONSE **I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:**

- ☐ 1. Insufficient time to respond
- ☐ 2. Specifications were unclear or restrictive
- ☐ 3. Could not meet bonding requirements
- ☐ 4. Our schedule will not permit us to respond
- ☐ 5. Terms & Conditions were unclear or restrictive
- ☐ 6. Could not meet specifications
- ☐ 7. Addendum received too late to respond
- ☐ 8. Could not meet Insurance requirements
- ☐ 9. We do not offer the product or service requested
- ☐ 10. Remove our company name from this commodity listing only.
- ☐ 11. Keep our company on the list for future solicitations
- ☐ 12. Other_____

GENERAL TERMS AND CONDITIONS

Bidder: to ensure acceptance of the bid follow these instructions.

1. **Sealed Bid Requirements** Bidder**:** The "Invitation to Bid" sheet must be completed, signed, and returned with each bid. Bids shall be signed by a representative authorized to legally bind the Bidder to the provisions herein. **All bids shall be submitted electronically via VendorLink unless otherwise instructed.** Additional bid submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Bidder(s) must use the form(s) furnished by The District. All bids shall be typewritten or filled in with pen and ink. Bids having erasure or corrections must be initialed by the Bidder in ink. All bids must be e-signed or signed in ink by an officer or employee having authority to legally bind the Bidder. By signing, Bidder attests that they fully understand there will be no recourse for negligence or oversight for not doing so. **Bids received that fail to comply with these submittal requirements may not be considered for award.**
   a) **Delivery of Bid:** Electronic bid submittals, described in the Electronic Submittal of the Bid section of this solicitation, are mandatory unless otherwise specified. Responses must be furnished and uploaded in VendorLink no later than 2:00 PM, EST, on or before the due date specified on the cover sheet of this ITB, to be considered. Bids shall be organized and shall include necessary information as to be in full compliance with the ITB specifications. The District reserves the right to reject and not consider any bid that is not submitted in accordance with the ITB general conditions, specifications or ITB submittal requirements.
   b) **VendorLink help can be accessed by calling (407) 222-1885, or by emailing support@eVendorLink.com.**
   c) Bids received by telephone, telegraph, electronic mail, or facsimile machine shall NOT be accepted unless stated in the special conditions of this ITB.
2. **Bidder's Responsibility: It is the responsibility of the Bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date.** Bidder(s) are required, before submitting their bid, to obtain and carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
3. **Bid Opening:** Bid openings shall be public at the date and time stated in the ITB unless otherwise indicated.
4. **Bids Received Late:** It is the Bidder(s) responsibility to assure that the bid is uploaded in VendorLink prior to the opening date and time specified. Any bid received after the opening date and time will be rejected regardless of the circumstances.
5. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the term or condition that is more stringent and/or specific shall govern and apply.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted Bidder 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 Bidder, supplier, subcontractor, or Bidder under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Bidder list. Bidder(s) shall complete and submit with their Bid the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification/Variances:** For purpose of evaluation, the Bidder shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the offered product or service fully complies with the specifications, terms, and conditions herein.
   a) Any purchasing agreements and state term contracts available under s.287.056 of the Department of Management. Services for this non-academic commodity and contracted services have been reviewed for the subject of this solicitation. ***//KK//*** Buyer's Initials
8. **Requests for Clarifications:** Any and all questions regarding this ITB, whether technical, procedural, or otherwise, must be submitted in writing to the attention of the Purchasing Agent designated herein, seven (7) business days prior to the ITB due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB documents. No correction or clarification of any ambiguity, inconsistency, or error in the ITB terms, conditions or specifications will be made to any Bidder orally. Only the interpretation or correction so given by the Purchasing Agent, in writing, shall be binding. Bidder(s) are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITB documents. If a Bidder should be of the opinion that the meaning of any part of the bid specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Purchasing Agent in writing no more than three (3) days after the receipt of the documents.
9. **Processing Time:** It is understood that the normal bid processing time shall be 90 days after the opening date of this ITB, and that prices reflected by the bid will be firm through the bid processing time and the delivery of the items awarded.
10. **Original and Renewal Term:** The award resulting from this ITB shall be in effect for the term defined in the detailed specifications commencing upon District approval. The award resulting from this ITB (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Procurement Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District. The Bidder agrees to these conditions by signing its bid.
11. **Lobbying:** Bidder(s) are hereby advised that they are **not** to lobby with any District Personnel or Board Members regarding this ITB. All inquiries must be written and directed to the Procurement Department.
   a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or District personnel on the award of this contract. Lobbying by any Bidder or any individual on behalf of a Bidder will result in rejection/disqualification of said bid.
   b) Violation of this provision regarding lobbying may also result in disqualification of the Bidder from participation in competitive solicitations with the District for the duration of the document

contract period or for some other term, at the recommendation of the Director of Procurement and as acted upon by the Superintendent and the School Board, as appropriate.

12. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating bids and making awards. Cash discount terms, if offered in the bid, must be clearly indicated on each invoice.
13. **Brands:** If specified, Bidder(s) shall indicate, for each item bid, the name and model of the brand being bid. Use of brand names, trade names, make, and model, manufacturer, or Bidder catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not The District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is bid, it is the Bidder's responsibility to submit, with the bid, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Bids received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of bids submitted. Once an item is awarded from this bid to a Bidder, no substitution of brands shall be permitted. If a Bidder does not indicate what he is offering in the proper blank and if the Bidder is successful in being awarded the item(s) then the Bidder shall be obligated to furnish the item(s) specified by The District.
14. **Warranty/Guarantee:** All materials and/or services furnished under this bid shall be warranted by the Bidder, distributor, and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Bidder must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Bidder shall make any such repairs and/or replacements immediately upon receiving notice from The District.
15. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Bidder(s), successful and unsuccessful, shall be notified of the award configuration in writing by the Procurement Department. Bidder(s) who are awarded a contract resulting from this ITB are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Procurement Department. Notification of Award is not to be construed as authorization to provide goods or services.
16. **Contract Documents:** The submission of a bid constitutes an offer by the Bidder. Upon Board approval the Procurement Department will issue a letter of award. The District does not anticipate issuing a specific contract document for this award; however, the District does reserve the right to request the Bidder enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this ITB, any addenda to this ITB, the submitted bid, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Bidder and the District. If a specific contract document is requested by the District, it shall be included with the above-mentioned items as part of the contract agreement. Each bid is received with the understanding that an acceptance in writing by The District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Bidder and The District. This contract shall bind the Bidder to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted bid. It is agreed that the Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous consent of The District and any sureties.
17. **General Information about the District:** The District and the School Board of Volusia County, Florida were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
    a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the Board by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
    b) The School Board of Volusia County, Florida serves the entire area of the county. The District's enrollment is approximately 62,800 K-12 students. With approximately 7,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is one of the largest employer in Volusia County.
18. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply and/or service are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
    a) The volatility is due to causes wholly beyond the Bidder's control;
    b) The volatility affects the marketplace or industry, not just the particular Bidder's source of supply;
    c) The effect on pricing or availability of supply is substantial;
    d) The volatility so affects the Bidder that continued performance of the contract would result in substantial loss or financial hardship.

    The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement within twenty-four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.
19. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Bidder may offer a substitute product to the District. The Bidder shall provide specifications for the offered substitute product, or if requested by the District, a sample of the offered substitute. Bidder will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the offered substitute is acceptable are solely within the discretion of the District.

20. Bidder Performance: The Bidder shall provide competent, suitable, qualified personnel to perform any project required by the ITB. The Bidder shall at all times maintain good discipline and order while on District property**.** Bidder employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

a) The Bidder shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation, and completion of any project unless otherwise specified.

b) The Bidder shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.

c) The Bidder's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Bidders employees shall refrain from using foul, abusive, or profane language on District property.

d) Sign-In/Sign-Out: Upon arrival and departure onto any District school campus, the Bidder's employees shall enter their company information into the Raptor kiosk or logbook provided in the Administrative office of each campus.

e) The Bidder's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Bidder's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.

f) Bidder shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.

g) All employees are prohibited from distributing any papers or other materials upon District property and are strictly prohibited from using any District telephones or other office equipment.

h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.

i) The Bidder shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Bidder.

j) The Bidder shall be responsible for all damages caused by the Bidder and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.

k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees, and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Bidder from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Bidder to condition at least equal to that existing at the time of Bidder's commencement of any project.

l) Bidder acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Bidder shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.

m) If during the performance of any project, Bidder or any subcontractor, sub-subcontractor, agent, employee, or anyone else for whom Bidder is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Bidder shall take all actions necessary and required to immediately restore such Utilities service. If Bidder fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Bidder within five (5) business days of written demand for same from The District.

n) Bidder is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Bidder's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Bidder shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Bidder shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules, and regulations. If Bidder observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.

o) When requested, Bidder shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.

p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

q) The Bidder shall be responsible for instructing their employees in all safety measures. All equipment used by the Bidder shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

I. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.

II. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.

III. The Bidder shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.

IV. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

21. **Inspection, Identification and Acceptance:** Bidders shall be responsible for delivery of items in new condition meeting specification at point of destination. Bidders shall file with the carrier all claims for breakage, imperfections, and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
22. **Bid Bonds and Performance Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful Bidder(s). After acceptance of a bid, the District will notify the successful Bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
23. **Worker's Compensation:** Bidders shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Bidder shall require subcontractors similarly to provide Workers' Compensation Insurance.
24. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITB are violated by the Bidder, the Superintendent or designee will give written notice to the Bidder stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the District for immediate cancellation. Upon cancellation, hereunder the District may pursue any and all legal remedies as provided herein and by law. The District reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the Bidder that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Bidder from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement.
    a) **Default/Cause:** In the event that the awarded Bidder should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
25. **Liability:** Where Bidders are required to enter or go onto District property to deliver materials, perform work, or provide services as a result of a bid award, the Bidder assumes full duty, obligation, and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to *page 43* (Insurance Requirements form) for the District's insurance requirements.
26. **Indemnity: This General Condition of the ITB is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless Bidder is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Bidder shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Bidder, any Subcontractor, or anyone directly or indirectly employed by any of them. The Bidder's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Bidder's limit of, or lack of, sufficient insurance protection.
27. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622388C-5, and Federal Tax Identification is No. 59-6000884.
28. **Occupational Safety Hazards Act Requirements:** The Bidder certifies that all material, equipment, etc., contained in the Bid meets all Occupational Safety Hazards Act (OSHA) requirements. The Bidder further certifies that if he or she is the successful Bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Bidder.
29. **Drug Free Workplace/Identical Tie Bids:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received for the purchasing 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. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.
30. **Ethics:** All awarded Bidder(s) shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.
31. **Confidentiality:** Bidder(s) shall be aware that all submittals provided with a bid are subject to public disclosure and will **not** be afforded confidentiality with the exception of "sealed" financial statements.
32. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school Districts, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received, or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately bid any single order to purchase any item on this bid if it is in its best interest to do so.
33. **Authority to Piggyback:** In accordance with 2 CFR §200.318 and AGENCY guidelines, Piggyback contracts are allowed under the resulting contract. Upon award of this solicitation, if mutually agreed upon between the successful Bidder(s) and governmental entity, submission of any bid in response to this request constitutes a bid made under the same conditions, for the same pricing, and for the same effective period as this ITB, to any other governmental entity or charter school.
34. **Invoicing:** Orders shall be processed, or work performed only upon receipt of authorized purchase orders issued by the District. The Bidder will provide **the original invoice to the School Board of Volusia County, Florida, Financial Accounting Department,**

located at 200 North Clara Ave, DeLand, FL 32720.

a) All invoices shall include purchase order number, date and location of delivery or services, and confirmation of acceptance by the appropriate District representative. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed, and dated.

35. **Liquidated Damages Recovery:** Bidder agrees to the use of Liquidated Damages Recovery in the event the Bidder fails to perform in accordance with contract provisions. On any occasion where the Bidder fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Bidder financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non- performing Bidder.
36. **Contact Information:** The Bidder shall appoint a person or persons to act as a primary contact with the District. This person or their designated back-up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Bidder shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
37. **Protest:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and District Policy 702, 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, and failure to follow any other requirements in the bid protest procedures established by the School Board of Volusia County, Florida shall constitute a waiver of all protest rights.
38. **Public Records Compliance:** In addition to other contract requirements provided by law, the Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes, and section 24 of article I of the Constitution of Florida, and specifically agrees to:
    - **a)** Keep and maintain public records required by the school district to perform the services;
    - **b)** Upon request from the school district's custodian of public records, provide the schools districts 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 this chapter 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 contract if the contractor does not transfer the records to the school district; and
    - **d)** Upon completion of the contract, transfer, at no cost, to the school district all public records in possession of the contractor or keep and maintain public records required by the school district to perform the service. If the contractor transfers all public records to the school district upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the school district, upon request from the school district's custodian of public records, in a format that is compatible with the information technology systems of the school district.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CUSTODIAN OF PUBLIC RECORDS
(386)-734-7190 Ext. 20110 or 20138
publicrecordsrequest@volusia.k12.fl.us
200 N. Clara Ave., DeLand, FL 32720

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the School Board of Volusia County, Florida may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

39. **Bidder Background Screening Requirements:** Bidder will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Bidder and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Bidder providing any services on campus while students are present. The Bidder will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Bidder and its employees. Bidder will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Bidder will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Bidder agrees that in the event the Bidder or any employee who the Bidder has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Bidder will notify The District within 48 hours of such.
    - **a)** The parties agree that in the event that Bidder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Bidder agrees to indemnify and hold harmless The District, its officers, and employees from any liability in the form of physical injury, death, or property damage resulting from Bidder's failure to comply with the requirements of this paragraph of the Florida Statutes.

b) Effective October 1, 2005, the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Bidder and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Bidders and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Bidders to be fingerprinted in every District in which they provide services.

c) Bidder must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Office of Professional Standards. Any costs associated with obtaining District badges through the Department of Professional Standards shall be the sole responsibility of the Bidder.

40. Bidder Process for Fingerprinting: Upon award, Bidder is required to comply with the requirements of Florida Statutes, Section 1012.465. Bidders who will never be present on a school district campus are not required to be fingerprinted.

41. Confidential, Proprietary, or Trade Secret Material: If the Bidder 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 Bidder must also simultaneously provide the School Board with a separate redacted copy of its response. The redacted copy shall contain the School Board's solicitation name, number, and the name of Bidder on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the School Board at the same time Bidder submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

a) Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend, and indemnify the School Board for any and all the claims from or relating to Bidder(s) determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

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

42. Confidentiality of Student Records: Contractor(s) understand and agree that it is subject to all federal and state laws and the School Board rules relating to the confidentiality of student information. The Contractor(s) further agree to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. 99. The Contractor(s) shall regard all student information as confidential and will not disclose the student information to any third party.

43. Florida Preference: Pursuant to Section 287.084, Florida Statutes, effective July 2012, the Board shall make appropriate adjustments to pricing of responses, as required, when bids have been submitted by Bidder(s) having a principal place of business outside the State of Florida. Responding Bidder(s) must complete and submit with their bid response the attached Bidder's Statement of Principal Place of Business form, attached at the end of this document. **Failure to comply shall be considered non-responsive to the terms and conditions of this solicitation**. For additional information regarding this statute, Bidder(s) may refer to: http://www.leg.state.fl.us/Statutes/index.cfm.

44. Florida Sunshine Law: In order for the District to be in compliance with Florida Statute Chapter 286.0113, any questions pertaining to a competitive solicitation must be submitted in writing (i.e., U.S. mail services or a third-party mail services company, fax, email).

45. Illegal Alien Labor: CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All costs incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the District.

46. Fair Labor Standards Act: No contractor or subcontractor holding a service contract with the District for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the District.

47. Disputes: In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the District Procurement Department shall be final and binding on both parties.

48. Governing Law/Jurisdiction: The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Volusia County, Florida. If in the event a suit is brought for the enforcement of any term of the contract(s).

49. Non-Appropriation: The Bidder understands and agrees any, and every contract is subject to the availability of funds to the District to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the District, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Contract, from the source of funding which the District anticipates using to pay its obligations hereunder, and the District has no other funds, from sources other than taxes, which it deems to be available to pay its obligations under Contract. The District may terminate a contract, with no further liability to the Bidder, effective the first day of a fiscal period provided that:

a) a non-appropriation has occurred, and,

b) The District has provided the Bidder with written notice of termination not less than fifteen (15) days before the proposed termination date.

c) Upon the occurrence of such non-appropriation the District shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

50. **State Registration Requirements:** Any corporation submitting a bid/bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (http://www.dos.state.fl.us).
51. **Jessica Lunsford Act – House Bill 1877:** The state of Florida has passed a law stating that ALL Bidders visiting a school campus shall be in compliance with Florida House Bill 1877; the Jessica Lunsford Act, effective September 1, 2005, amended July 2007. The requirements of this Act can be viewed on the District's website, Jessica Lunsford Act (JLA) - Volusia County Schools (vcsedu.org)
52. **Assignment:** The Contractor(s) obligations under resulting contract may not be assigned or transferred to any other entity without prior written consent of the Contract Administrator.
53. **Possession of Firearms:** Possession of firearms will not be tolerated on District property. "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.

    a) No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property in any manner or on any occasion. Violation of this provision by the contractor, or failure of contractor to enforce this provision with its personnel, shall constitute a material breach of the Contract.
54. **E-Verify (as applicable):** As of January 1, 2021, pursuant to Section 448.095, Fla. Stat., Contractor shall register with and use the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and VCS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with VCS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS

Definitions:

Addendum: A written change to a Solicitation prior to the time for receipt of bids or bids.

Acquisition: The process of obtaining supplies, services, or construction through purchase, lease, or grants. The process includes the establishment of needs, description of requirements, selection of method of procurement, selection of sources, solicitation of offers, award of contract, financing, and contract administration.

Awarded Contractor /Awardee: Board approved Bidder(s) for this ITB.

Bid, Offer, Submittal, Bid or Response: Shall refer to any bid, offer, bid, or response submitted in regard to this solicitation that if accepted would bind the Offeror to perform the resultant contract.

Bidder: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes contractor, firm, offeror, Bidder, respondent, proposer, etc.

Board: School Board of Volusia County, Florida; also known as District or Board.

Conflict of Interest: An actual or potential situation in which the personal interests of a Bidder, employee, or public official, are, or appear to be, in conflict with the best interests of the Board.

Consideration: The cause, motive, price, or compelling influence that leads a party to enter a contract. A binding contract requires an offer, acceptance of the offer, and consideration.

Contract: An agreement, enforceable by law, between two or more competent parties, to provide goods and/or perform services as set forth in this solicitation.

- **Purchase of Goods -** The contract will be comprised of the solicitation document signed by the Bidder with any addenda and other attachments specifically incorporated and a District purchase order.
- **Performance of Services –** The contract will be comprised of the Agreement between the District and the Bidder, the solicitation document, any addenda, and other attachments incorporated into the agreement.

Contractor: The party/legal entity to whom an award has been made.

District: All buildings, grounds, facilities, and any other indoor or outdoor areas owned and/or operated by the Board.

Firm: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes Bidder, contractor, respondent, etc.

Interested Party: The terms professional, contractor, Bidder, firm, company, offeror, respondent etc., is used interchangeably in this document. Each reference when used refers to any entity that is participating in this solicitation. An actual or prospective offeror whose direct economic interest could be affected by the award of a contract or by the failure to award a contract.

Modification: A written change to the terms of a contract.

Offeror: Anyone submitting a response; Also referred to as Bidder, Respondent, Submitter, or Bidder.

Bid: The information submitted by a firm in response to this ITB.

Bidder: Representatives of the Bidder submitting a bid.

Lobbying: Any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of Board Member or District personnel after advertisement and prior to the award of a bid or contract.

Request for Bids (ITB)/Request for Qualifications (RFQ): A solicitation document used in other-than-sealed-bid procurements. ITB's and RFQ's are used in negotiated procurements to communicate District requirements to prospective contractors and to solicit bids /qualification statements from them. Used where Qualifications are considered equal to; or greater than price.

Responsible: Refers to a Bidder that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.

Responsive: Refers to a Respondent that has taken no exception or deviation from the terms, conditions, and specifications set forth in this ITB. Their bid, offer, bid or response conforms to the instructions and format specified in the solicitation document.

Solicitation: The written document, sent to prospective contractors, detailing the solicitation requirements, and requesting bids, proposals, or submittals from interested parties.
Superintendent: The Superintendent of Schools of the District or designee.
Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes contractor, firm, offeror, bidder, respondent, etc.

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2 C.F.R. § 200.326. & 2 C.F.R. PART 200, APPENDIX II

Federal Provisions/Clauses apply to all contracts using Federal funds as a source for the solicitation of goods and/or services. Respondents shall not take exception to any part of these regulations. Doing so shall result in rejection of their response. Contract awardee(s) must comply with the following Federal requirements:

1. **Prohibitions of Gratuities:** By submission of a bid, a Bidder certifies that no employee of the School Board of Volusia County, Florida has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.
2. **Civil Rights:** The Bidder shall comply with the 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.
3. **Minority and Women-Owned Businesses Enterprise: Regulation 2 CFR 200.321** When feasible, the School Board of Volusia County, Florida will take all necessary affirmative steps to ensure that small businesses, minority-owned businesses, and women's business enterprises are used whenever possible:
   - Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses, and women's business enterprises on solicitation lists.
   - Assuring those small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources.
   - When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses, and women's business participation.
   - Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses, and women's businesses.
   - Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses, and women's business enterprises.
4. **Equal Employment Opportunity (41 CFR Part 60):** All Bidders and Contractors must comply with mandatory standards and policies relating to Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractors' commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Bidder. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or Bidder as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."
5. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145):** All Bidders and Contractors must comply with mandatory standards and policies relating to the provision for compliance as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
6. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** All Bidders and Contractors must comply with mandatory standards and policies

relating to the Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** All Bidders and Contractors must comply with mandatory standards and policies relating to the Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
   - **a)** Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
   - **b)** Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
   - **c)** Withholding for unpaid wages and liquidated damages. The (School Board of Volusia County, FL shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
   - **d)** Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section."
8. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):** All Bidders and Contractors must comply with mandatory standards and policies relating to as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. **Energy Policy and Conservation Act (42 U.S.C> 6201):** 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).
10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** All Bidders and Contractors must comply with mandatory standards and policies relating to Contractors that apply or propose for an award exceeding $100,000 must 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 must 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.
11. **Rights to Inventions Made Under a Contract or Agreement. (37 CFR §401.2 (a) :** All Bidders and Contractors must comply with mandatory standards and policies relating to if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient 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 subrecipient 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.
12. **Procurement Of Recovered Materials (See §200.323):** When applicable**,** all Bidders and Contractors must comply with mandatory standards and policies relating to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and

Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by 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.

13. **Debarment and Suspension (Executive Orders 12549 and 12689):** All Bidders and Contractors must comply with mandatory standards and policies relating to a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
14. **Changes/Modifications:** (a) The Procurement Department may, in writing, order changes in the drawings and specifications within the general scope of the contract. (b) The Contractor shall promptly notify the Procurement Department, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work. (c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Procurement Department shall make an equitable adjustment upon submittal of a "adjustment letter" by the Contractor before final payment under the contract.
15. **Access to Records:** (1) The contractor agrees to provide the District, the agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the grant Administrator or the authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
16. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific agency pre- approval.
17. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that agency financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, agency policies, procedures, and directives.
18. **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.
19. **Program Fraud and False or Fraudulent Statements or Related Acts:** By submitting a bid in response to this solicitation, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
20. **Access by the Grantee, Sub-Grantee, Federal Grantor Agency and Comptroller General:** The Contractor shall allow access by the grantee, sub-grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
21. **Americans with Disabilities Act of 1990 (ADA):** The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.
22. **Convict Labor:** Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.
23. **Copyrights:** The Grantee is free to copyright original work developed in the course of or under the agreement. The agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of agency financial support, by grant number, and a statement that the publication does not constitute an endorsement by agency or reflect agency views.
24. **Disadvantaged Business Enterprises (DBE) Contractors:** The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts. To the extent this solicitation involves the expenditure of federal funds, the provisions of 49 C.F.R. Part 23 regarding Disadvantaged Business Enterprises (DBE) shall apply. For all other solicitations, the District shall comply with Section 1010.04(5), Florida Statutes, and shall not grant preference to any vendor based on social, political, or ideological interests.
25. **Reporting:** Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report. **Reports Acceptance:** The agency shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and agency's records, and close out the grant in writing.
26. **Retention of ALL Records:** The Contractor is required to retain all records for five (5) years after grantees or sub-grantees make final payments and all other pending matters are closed, unless otherwise indicated. Proposer agrees to allow access by the District, any relevant Federal Agency, or the Comptroller General of the United States to any records, documents books or papers for the purpose of audit, examination, excerpts, or transcription.
27. **Prohibition Against Consideration of Social, Political, or Ideological Interests (ANTI-ESG):** Pursuant to Section 1010.04(5), Florida Statutes, the District may not request documentation of or consider a Contractor's social, political, or

ideological interests when determining if the Contractor is a responsible Contractor. Furthermore, the District may not give preference to any Contractor based on the Contractor's social, political, or ideological interests. For the purposes of this solicitation, "social, political, or ideological interests" includes any interest or factor that is not a pecuniary factor as defined in Section 215.855(1), Florida Statutes. By submitting a response to this solicitation, the Contractor acknowledges the requirements of Section 1010.04(5), Florida Statutes.

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SECTION 1 – INTRODUCTION, DISTRICT INFORMATION, AND SCOPE OF WORK

1. **Introduction:** The intent of this Invitation to Bid (ITB) is to establish firm-fixed pricing for E-Rate Category Two hardware, licenses, and accessories on behalf of the School Board of Volusia County, Florida (herein referred to as the "District") on an as needed basis, in compliance with the E-Rate Program as administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). This ITB is also posted on the USAC website, Form 470 # 270003553.

2. **District Information:** The District is located on the Atlantic Coast in northeast Florida. District properties dwell within the principal cities of Daytona Beach, DeBary, DeLand, DeLeon Springs, Deltona, Edgewater, Enterprise, Holly Hill, Lake Helen, New Smyrna Beach, Oak Hill, Orange City, Ormond Beach, Osteen, Pierson, and Port Orange. The District's vicinity is located approximately ninety (90) miles south of Jacksonville, Florida on I-95. The District is the 14th largest in Florida and services over 61,400 students and 7,750 employees. The District consists of forty-five (45) elementary schools, twelve (12) middle schools, ten (10) high schools, eleven (11) alternative education sites, seven (7) charter schools, and various administrative facilities throughout the District. In addition, there are several transportation and maintenance buildings.

3. **Scope of Work and Specifications Description:**

3.1 Scope: The successful Bidder(s) shall be responsible for providing the following E-Rate Category Two hardware, licenses, and accessories at the prices specified in this agreement. These units will be purchased by the District on an as-needed basis throughout the agreement's duration. The performance of the successful Bidder(s) shall be in accordance with the terms of the specifications set forth herein. Failure to comply with these requirements may be cause for Bid rejection or award cancellation.

3.2 Scope of Equipment: The District is seeking Bids for the following E-Rate Category Two hardware, licenses, and accessories, or their technical equivalent. Pursuant to E-Rate program rules, Bidders may propose any functional equivalent that meets or exceeds the technical specifications of the listed models. Bidders are encouraged to research the specifications of the product listed, if proposing an equivalent.

3.2.1 E-Rate Category Two Wireless Access Points, Accessories, and Licenses

- Cisco Meraki CW9176I-RTG - Wireless Access Point, Wifi 7, Indoor
- Cisco Meraki CW9178I-RTG - High Density Wireless Access Point, Wifi 7, Indoor
- Cisco Meraki CW9163E-MR - Outdoor Wireless Access Point
- Cisco Meraki CW-ANT-O1-NS-00 - Outdoor Omni Directional Antenna for CW9163E
- CW-ANT-D1-NS-00 - Outdoor Directional Antenna for CW9163E
- Cisco Meraki AIR-MNT-VERT1 - Mount for Directional Antenna
- LIC-ENT-5YR - Licensing for Cisco MR

3.2.2 E-Rate Category Two Switches, Accessories, and Licenses

- C9300-24UX-M - 24 port, copper, mgig, switch
- C9300-24U-M - 24 port, copper, switch
- MS130-8X-HW - 8 port, copper, mgig, switch
- MS130-12X-HW - 12 port, copper, mgig, switch
- MS130-8R-HW - 8 port, copper, ruggedized, switch
- C9300X-24Y-M - 24 Port Fiber Switch

- C9300X-12Y-M - 12 Port Fiber Switch
- STACK-T1-50CM-M - Stacking Cable for C9300, 50CM
- STACK-T1-1M-M - Stacking Cable for C9300, 1M
- C9300-NM-8X-M - C9300 8 x 10GE Network Module
- PWR-C1-1100WAC-P-M - 1100W Power Supply for C9300
- PWR-C1-715WAC-P-M - 715W Power Supply for C9300X
- CAB-SPWR-30CM-M - Power Stacking Cable for C9300, 30CM
- CAB-SPWR-150CM-M - Power Stacking Cable for C9300, 150CM
- MA-SFP-10GB-SR - Cisco 10 Gb Optic OM3/OM4
- MA-SFP-10GB-LR - Cisco 10 Gb Optic OS1/OS2
- LIC-MS130-CMPT-5Y - MS130 Licenses 5Y
- LIC-C9300-24E-5Y - C9300 Licenses 5Y

3.2.3 Core Switches and Accessories

- C9550-32C – Core Switch C9550
- CON-L1NCD-C950A325 – C9550 SmartNet 5Y
- C9K-PWR-750WAC/2- Cisco C9550 Power Supply, 750W
- C9K-F3-SSD-240GB – Cisco 9500X SSD Storage
- LIC-C9550-32A-5Y – Cloud Advantage License for C9550 32 ports 5Y

3.2.4 Cables

- Star Tech A50FBLCLC1 - OM3/OM4 Fiber Patch Cable 1M 10GB
- Star Tech A50FBLCLC2 - OM3/OM4 Fiber Patch Cable 2M 10GB
- Star Tech A50FBLCLC3 - OM3/OM4 Fiber Patch Cable 3M 10GB
- Star Tech SMFIBLCLC1 - OS1 Fiber Patch Cable 1M 10GB
- Star Tech SMFIBLCLC4 - OS1 Fiber Patch Cable 4M 10GB
- Cables to go #00703 - Cat6A Patch Cable, 25ft
- Cable to go #00701 - Cat6A Patch Cable, 15ft
- MONOPRICE #16324 - Ethernet Patch Cable, 6A, Slim, Red, 7FT, 10-Pack
- MONOPRICE #16344 - Ethernet Patch Cable, 6A, Slim, Red, 5FT, 10-Pack
- MONOPRICE #16319 -Ethernet Patch Cable, 6A, Slim, Red, 3FT, 10-Pack
- MONOPRICE #15162 - Ethernet Patch Cable, 6A, Slim, Blue, 7FT, 10-Pack
- MONOPRICE #15158 - Ethernet Patch Cable, 6A, Slim, Blue, 5FT, 10-Pack
- MONOPRICE #15154 - Ethernet Patch Cable, 6A, Slim, Blue, 3FT, 10-Pack
- MONOPRICE #16327 - Ethernet Patch Cable, 6A, Slim, Yellow, 7FT, 10-Pack
- MONOPRICE #16347 - Ethernet Patch Cable, 6A, Slim, Yellow, 5FT, 10-Pack
- MONOPRICE #16322 - Ethernet Patch Cable, 6A, Slim, Yellow, 3FT, 10-Pack
- MONOPRICE #16328 - Ethernet Patch Cable, 6A, Slim, Purple, 7FT, 10-Pack
- MONOPRICE #16348 - Ethernet Patch Cable, 6A, Slim, Purple, 5FT, 10-Pack
- MONOPRICE #16323 - Ethernet Patch Cable, 6A, Slim, Purple, 3FT, 10-Pack

3.3 <u>Additional Requirements:</u>

- Switches shall support Power-over-ethernet (POE+) on all ports.
- The District's existing switches recognize and respond to Cisco Discovery Protocol (CDP)/ Link Layer

Discovery Protocol (LLDP). Please confirm if your Bid supports these protocols and, if so, please describe how. Switches should, without additional configuration, recognize most brands of IP-enabled devices. These switches shall provide PoE+ power and shall automatically assign connected devices to the appropriate VLAN, as defined by the District, without per-port manual configuration. The proposed solution must provide dynamic routing interoperable with the existing EIGRP core. The District reserves the right to verify functionality and interoperability during its evaluation.

- The vendor's proposed solution should be compatible with Cisco Meraki for switch and access point management.

4. **Brand Names**: For items identified in this Bid as "brand name or equal", this solicitation provision requires that the Bidder(s) bid submittal indicate each product that is being offered as an "equal" product. In addition, for each equal product, the Bidder(s) must include a description reflecting the characteristics and level of quality that will satisfy the salient physical, functional, or performance characteristics of "equal" products specified in this Bid. The Bid submittal must also clearly identify the item by brand name (if any) and make/model number. In addition, the bid submittal must include descriptive literature such as illustrations and drawings.

5. **Authorized Distributor**: All awarded Bidder(s) must be an authorized distributor or supplier for the products the Bidder(s) are bidding on. **Bidder(s) shall submit a signed letter with their bid response from the product manufacturer(s) stating the Bidder is an "Authorized Distributor."** Bids may not be considered if the authorized distributor letter is not included with the bid response. Bids submitted by unauthorized distributors will be disqualified.

6. **Discontinued Items**: If a specified item is discontinued, the Bidder is responsible for bidding the current replacement model. For any replacement models, the Bidder must:
   - Provide detailed product literature and technical specifications.
   - Clearly highlight the new model number and key features.

   The District reserves the sole right to determine if a replacement model is an acceptable equivalent.

7. **Unit Of Measure**: Price bid should be stated in units specified in the ITB's **Attachment "R" – Price Schedule Submittal Form**.

8. **Delivery: Delivery** shall be made in accordance with the agreed upon delivery schedule. Delivery hours are from 7:00 A.M. – 1:00 P.M. EST Monday through Friday, excluding holidays. Bidders are to familiarize themselves with the District's four (4) ten (10) hour work schedule during the summer months. **Vendors must provide an electronic copy in CSV or Excel format of all serial numbers for equipment at time of shipment.** All items shall be F.O.B. Destination to the following location unless otherwise stated and pricing shall include all delivery costs to:

   School Board of Volusia County, Florida
   Technology Distribution Center
   1500 Lexington Ave.
   DeLand, Florida 32724
   Phone: 386-734-7190 Ext. 20930

9. **Quality Issues/Defects:** All products received shall be "first use", free of all defects including dents, breaks, and corrosion. No other defects shall be acceptable. Any product delivered with defects shall be returned to the

Bidder at no cost to the District. Items not conforming to bid specifications may be rejected and returned at Bidder's expense. Awarded Bidder will reimburse the District for labor expense per job site if it is discovered that product purchased did not meet the bid specifications.

10. **Warranty:** Any awarded Bidder(s), including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product specified, and the use thereof, applicable, and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies. **NOTE:** For Equipment Items; Bidder(s) shall provide a copy of a **manufacturer's standard** warranty for items listed in **Attachment "R" – Price Schedule Submittal Form.**

11. **Technical Support:** Awarded Bidder(s) shall offer the District immediate and thorough technical support from either Bidder(s) and/or manufacturer, at no additional cost to the District.

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SECTION 2 – GENERAL INFORMATION, TERMS AND CONDITIONS

1. **Solicitation Timeline:** Dates are tentative and may be changed as necessary at the sole discretion of the District. Changes (if any) will be posted via written addendum.

Solicitation Period – ITB-2026-6055-KK	
Friday, November 6, 2026, 4:00 PM EST	Release/Broadcast Date
Friday, November 13, 2026, 4:00 PM EST	Question Deadline
Wednesday, November 18, 2026	Last Day to post Addendum
Thursday, December 17, 2026, 2:00 PM EST	Bid Deadline and Opening Through TEAMS Only
Friday, December 18, 2026	Submittal List Posted on VendorLink
Tentative Evaluation Period	
January 4 – January 7, 2027	Procurement Reviews Submittals
Thursday, January 7, 2027	Procurement Identifies Lowest, Responsive, Responsible Submittals
Wednesday, January 13, 2027	End User Department(s) Confirms Award Recommendation
Board Approval Period	
Thursday, January 14, 2027	Notice of Intended Decision (Posted on VendorLink)
January 25, 2027	Due Date for School Board Agenda Item
February 9, 2027	Date of School Board Approval of Agreement
General Performance Timeline	
Estimated Period of Performance: After Board Approval Initial Term: Two (2) years following Board approval. Renewal Options: One (1) optional, one-year renewal periods.	

NOTE: Dates and times are estimated and are subject to change. Response to inquiries regarding the status of a submittal will not be made prior to the posting of award recommendation.

2. **Pre-Submittal Meeting:** Not applicable.

3. **Questions/Clarifications:** For information or questions concerning any portion of this solicitation, shall be submitted **directly through VendorLink** by the deadline listed above.

NOTE: No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the District's Procurement Department. *Oral answers will not be honored.*

3.1 Addenda: The Procurement Department may issue an addendum in response to any questions received, prior to the time designated for receipt of the solicitation response, which changes, adds to, or

clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement, or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to submit with its Bid/offer a signed "Acknowledgement of Addenda" when any addenda have been issued. Failure to acknowledge each addendum may prevent the Bid/offer from being considered for award. **NOTE**: Addendums will be posted via VendorLink (if applicable).

3.2 Restricted Discussions/Cone of Silence: In accordance with the District's Fiscal Management Policy No. 702., page 8 of 13; paragraph G - Cone of Silence from the date of issuance of this solicitation until the notice of intended decision is posted, Bidders should NOT discuss the solicitation or any part thereof with any employee, agent, Board Member, or any other representative of the District except as expressly authorized by the designated procurement representative. This is to maintain fairness and transparency throughout the procurement process.

The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents or direct email communications from the vendor to the designated procurement representative and any relevant written document or emailed communications promulgated by the designated procurement representative.

4. Electronic Submittal/Delivery Of Solicitation Response: Bid submission not prepared in accordance with published instructions, will be considered non-responsive/non-responsible and may be rejected.

4.1. Bid submission will be received through the VendorLink system for materials set forth in the included specifications and documents. Full submittals must be submitted no later than the opening date of **December 17, 2026 @ 2:00 PM EST with no exceptions; late bids will be rejected**. "No bid" submitted may be withdrawn after the scheduled closing time for the ITB for a period of 120 days. **NOTE: Hardcopy, Email, and Facsimile (FAX) bid submittals will NOT be accepted.**

a) All Bidders are reminded that it is the sole responsibility of the Bidder to ensure that their Bid is received by the District's Procurement Department via VendorLink on or before the time and date due for Bids to be considered. Late Bids will be rejected.

4.2. To ensure correct Bid formatting, Bidder(s) shall:
a) Submit all Bids, response pages & supplemental documents electronically through VendorLink.
b) Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (ZIP) formats.
c) Enable printing on files submitted.
d) Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission. Note: Bidders are strongly encouraged to be proactive with their responses, should technical difficulties arise.
e) Follow all instructions outlined in this Bid and provide all requested information.

4.3. Signatures: An authorized representative of each Bidder shall:
a) Sign or e-sign the Bid, give their full name and title, and provide the bidder's business name and address.
b) Enter the organization's exact legal name on the bid.

c) Sign or e-sign compliance forms, if applicable

4.4. Withdrawal/Alter: Bidder(s) may withdraw, alter, and resubmit their bids through VendorLink at any time prior to the bid due date and time. Bids may not be withdrawn, altered, or resubmitted after the Bid due date and time. The District may request clarifications and additional information after bid submission.

5. **Bid Opening**: Bid Openings will be made publicly available and live streamed via Teleconference on Microsoft Teams. Interested vendors can join Bid opening by dialing +1 878-787-7709, Conference ID: 586 339 99# or by clicking here.

6. **Quantities:** All quantities shown are considered estimates strictly for bidding purposes. Compute your totals using these figures. No guarantee is given or implied as to the amount that will be purchased. The District reserves the right to increase or decrease all estimated annual workload hours during the term of this contract without affecting the bid pricing and terms. Purchases will be made on an as-needed basis.

7. **E-Rate:** All Bidders must be registered with the Universal Service Administration Company (USAC) Schools & Libraries and provide their Service Provider Identification Number (SPIN) as part of this proposal

7.1 Funding: It is anticipated that this project will be funded by E-Rate funds. Awards of this ITB are contingent upon approved E-Rate funding awarded by the SLD of the USAC. If E-Rate funding is not approved for the School District of Volusia County, Florida, the District, at its discretion may choose to use an alternative partial or full funding source as deemed appropriate.

7.2 Federal Universal Service Fund E-Rate Program. Bidders 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.

F.S. 1010.04(1)(b) STATEMENT OF ECONOMIC ADVANTAGE: The District has reviewed the state term contracts available under s. 287.056 and has determined that it is in the District's best economic interest to proceed with this independent Bid solicitation for the commodities/services described herein.

a.) Any Bidder responding to this Bid will be required to submit its assigned SPIN (Service Provider Identification Number) and FCC Registration Number, as part of its response. Bidders without a SLD SPIN number or FCC Registration Number MUST obtain one before responding to this Bid. An FCC registration number can be obtained from the FCC website. Bidders must also disclose in their Bid response if they have been "red-lighted" by the FCC during the two-year period prior to the issuance of this Bid. Bidders 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 Bid.

b.) Bidders must be familiar with the requirements of the Federal Universal Service Fund E-Rate program and must fully comply with those rules. To comply with E-Rate requirements, the Bidder(s) shall maintain all records, correspondence, receipts, vouchers, memoranda, and other data relating to services provided under the contract. All records referenced above and any required under the document retention requirements of the Federal Communications Commission shall be retained for at least ten (10) years after the last day of the delivery of discounted services, such information shall be subject to inspection and audit by the District and/or SLD, USAC, and/or their contractors.

c.) Pursuant to 47 CFR 54.516, Bidders shall be subject to audits and other investigations to evaluate proposers' compliance with the statutory and regulatory requirements for the E-Rate program, including those requirements pertaining to what services and products are purchased, what services and products are delivered, and how services and products are being used. The Bidder shall assume responsibility for its subcontractors' compliance with the FCC requirements for document retention and auditing. Bidder shall include, in all its subcontractor agreements for services, provisions requiring subcontractors to maintain the above-described records and allowing the District and/or SLD, USAC, and/or their contractors the same right to inspect and audit same records as set forth herein.

8. Award: This Bid may be awarded on any basis deemed to be cost effective and in the best interest of the District.

8.1 The District reserves the right to evaluate all or none, by lot, by partial lot, or by item, to the lowest responsive and responsible bidder(s) meeting all specifications, terms, and conditions.

8.2 This Bid may be awarded to a primary and secondary Bidder, multiple Bidders, or by any other basis deemed to be in the best interest of the District.

8.3 The District reserves the right to accept or reject any Bid in its entirety or in part, and to waive, but is not obligated to, minor irregularities if the Bid is otherwise valid.

8.4 The District reserves the right to accept or reject any Bids and/or to solicit new bids with the identical or revised specifications, if it is deemed to be in the best interest of the District.

8.5 In the event of a price extension error, the unit price will be accepted as correct.

8.6 The primary factor used to decide the award will be cost of eligible products and services. Other considerations include cost of ineligible products and services, technical requirements, responsiveness, and responsibleness.

8.7 In the event alternatives are offered, the District reserves the right to consider and accept or reject alternatives at its discretion.

8.8 Definitions of a Responsive Bidder:
a) Bid submittal includes ALL documentation as required by this solicitation.
b) Bid submittal conforms to the instructions and format specified in the solicitation document.
c) Bid submittal does not include exceptions or deviations from the terms, conditions, and specifications set forth in this ITB.

8.9 Definitions of a Responsible Bidder:
a) Bid submittal includes documentation of its capacity and capability to perform the work requirement in the solicitation specifications.
b) Bid submittal conforms with all specification requirements associated with this solicitation.

8.10 Changes or amendments to the "General Purchasing Terms and Conditions" submitted with your Invitation

to Bid document may result in your Bid being deemed "non-responsive."

8.11 The District hereby notifies interested parties that the purchasing agreements and state term contracts, available under Section 287.056, of the Department of Management Services, will be reviewed for the subject of the award recommendation of this solicitation.

9. **Term of Contract**: The Board approval date is tentatively scheduled for **February 2027.** The initial contract term shall be for two (2) years, estimated to begin in **February 2027.** The successful Bidder(s) must guarantee fixed pricing for all awarded items and services for the duration of the initial term. Any future price adjustments shall be subject to the terms and conditions set forth in this solicitation.

9. **Renewal/Extension:** In accordance with Florida Statute 287.057, *Procurement of Commodities or Contractual Services*, Paragraphs (12 & 13), the District reserves the right to renew/extend and negotiate any or all terms, conditions, and specifications of the contract for up to one (1) additional one (1) year periods upon mutual agreement by both the District and awarded Bidder(s). Renewals or extensions must be submitted in writing with the signature of the awarded Bidder(s) Authorized Representative(s). The District, through its Procurement Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District. Neither renewal nor extension will result in an increase to the governing funding commitments.

10. **Pricing:** All Bidder(s) shall use **Attachment "R" – Price Schedule Submittal Form** for pricing submittals. Prices bid shall include any and all shipping and handling charges and shall remain firm and fixed at the offered rates on all items awarded for the initial term of the contract, as specified herein.

Note: Bidders shall provide details for **eligible/ineligible costs under the E-Rate program** (See Columns H/I of Attachment "R" Price Schedule Submittal Form). In addition, Bidders must provide justification or the percentage used for the cost allocation if it is not 100%.

The District reserves the right to purchase items from another source if Bidder(s) fails to deliver by the specified delivery date. The awarded Bidder(s) may be responsible for paying the difference between the bid award amount and the price paid to acquire the item from another source. The District is requesting firm pricing as follows:

10.1. **Decimal Formatting:** Bidder(s) pricing shall be submitted in a standard two (2) decimal place format; deviations may be rejected. See examples below for clarification:
Correct – (e.g., $12.34)
Incorrect – (e.g., $12.345)

10.2. **Ceiling Price:** Bid pricing is to be established as a ceiling price. Pricing above the ceiling price will not be allowed without prior approval by the District and will not result in an increase to the governing funding commitments. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of the District. Allowable specific needs may include competitive situations, certain purchase volume commitments, or the creation of custom programs based on the individual needs of the District.

11. **Pricing Adjustment:** Price adjustments are only applicable to renewal periods, and pricing must remain fixed for the duration of the initial contract term.). A price escalation/de-escalation will be considered at the time of contract renewal and at one (1) year intervals, thereafter, provided the Contractor notifies the District, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

    Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

    Current Index – Base Index / Base Index = % of Change
    % of Change x 100 = Percentage Change
    CPI-U Calculation Example:
    CPI for current period 232.945
    Less CPI for base period 229.815
    Equals index point change 3.130.
    Divided by base period CPI 229.815
    Equals 0.0136
    Result multiplied by 100 0.0136 x 100
    Equals percent change 1.4%

    A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the District's Procurement Department. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Director of Procurement. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Director of Procurement and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

13. **Incurred Expenses**: This Bid does not commit the District to award a contract, nor shall the District be responsible for any cost or expense which may be incurred by the Bidder(s) in preparing and submitting the submittal called for in this bid, or any cost or expense incurred by the Bidder(s) prior to the execution of an Agreement.

14. **Waiver Of Claims**: Once this Agreement expires, or final payment has been requested and made, the awarded Bidder(s) shall have no more than thirty (30) calendar days to present or file any claims against the District concerning this Agreement. After that period, the District will consider the Bidder(s) to have waived any right to claims against the District concerning this Agreement.

15. **Sign-In, Sign-Out**: If and when performing services at District facilities and schools, it will be the responsibility of the awarded Bidder(s) to have their Representative sign in and sign out upon arrival and departure with the

appropriate District personnel (i.e., Principal or Principal's designated representative). Awarded Bidder(s) and their employees are required to wear/display an identification card, photo badge or type of clothing that clearly identifies both the awarded Bidder's and their employee's name at all times while on District property.

16. **Limitation On Bidder Contact**: Solely with regard to a released solicitation, no vendor or their representative shall contact or lobby District personnel or School Board member(s) prior to a posted award recommendation. All questions are to be directed to the identified Procurement Department Buyer, unless otherwise stated in the special conditions of the solicitation. Violation of this policy may result in the rejection/disqualification of bidder's response per School Board Fiscal Management Policy 702.

17. **Assignment**: The Bidder(s) obligations under resulting contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Contract Administrator.

The Bidder(s) will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing Contract will remain the sole property of the District.

18. **Severability:** The invalidity of one or more of the phrases, sentences, clauses, or sections contained in the contract shall not affect the validity of the remaining portion of the contract so long as the material purposes of the contract can be determined and effectuated. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

19. **Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay;

19.1. Could not have been prevented by reasonable precaution;

19.2. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and

19.3. If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

19.4. An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

19.5. Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the successful Bidder from performing its obligations

for more than fifteen (15) days, the District shall have the right to terminate the contract by written notice to the successful Bidder.

19.6. Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the successful Bidder shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Bidder of any obligation it may have regarding disaster recovery, whether under the contract or at law.

20. Insurance: Awarded Bidder shall name the School Board of Volusia County, Florida, 200 N. Clara Ave, DeLand, FL, 32720 as an additional Certificate Holder on Bidder's policy. Responding Bidders shall provide this information with their Bid for reference purposes only. Bidder shall maintain the following insurance for the life of the bid contract in the amounts indicated in **Attachment "J" Insurance Requirements Form. The primary Awarded Bidder shall provide a copy of their Certificate of Insurance within seven (7) business days after notification of recommended award.**

21. Licenses: Bidder shall hold a current occupational license or business tax receipt according to Florida State Statutes. The certification must stay current and active for the duration of the contract term. Awarded Bidder shall provide updated copies of occupational license and/or business tax receipt. Awarded Bidder shall notify the District if any changes occur regarding the status of licenses or business tax receipt. Responding Bidders shall provide a copy of valid licenses and certificates with their Bid.

22. Drug-Free Workplace: All of our schools are smoke free. In accordance with the District's "Drug-Free Workplace General Policy" employees shall not possess or be under the influence of tobacco products, alcohol, drugs, or any illegal substances while on District property. The use of tobacco products is also prohibited while on District property. Bidders will be required to assure that assigned personnel work in a drug-free environment and will conduct themselves in a manner that does not violate the District's standards for employment. Responding Bidders shall provide this information with their Bid.

23. References: Bidder(s) shall furnish current references from three (3) commercial customers for the same or similar products and services specified in this bid by completing **Attachment "L" Respondent's Experience/Qualifications and References Form**. The form shall contain sufficient and specific information which directly responds to the request. Responding Bidder(s) shall provide Attachment "L" with their Bid.

24. Debarment: All Bids shall be accompanied by a completed Certificate regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form. Responding Bidders shall provide this information with their Bid.

25. Conflict Of Interest (Federal E-Rate Compliance): All Bidder(s) must review and complete all necessary forms for authentication of bid, and the District's policy statement of non-collusion and non-conflict of interest.

25.1. Federal Zero-Tolerance Standard: Pursuant to 2 C.F.R. § 200.318(c) and 47 C.F.R. § 54.503, the District will maintain a zero-tolerance standard regarding conflicts of interest for all procurements involving federal E-Rate funds. No employee, officer, board member, or agent of the District shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved.

25.2. Definition of a Conflict: A conflict of interest arises when any of the following parties has a financial or

other interest in, or a tangible personal benefit from, a firm considered for a contract:

- The employee, officer, or agent;
- Any member of his or her immediate family (spouse, parent, or child);
- His or her partner; or
- An organization which employs or is about to employ any of the parties indicated above.

25.3. Gift Prohibitions: In accordance with FCC "Gift Rules," District personnel and Board members are prohibited from soliciting or accepting any gratuity, favor, or anything of monetary value from service providers or prospective bidders. The District adheres to the strict federal limit of $20 per individual gift and a $50 aggregate limit from any single source per funding year. Violation of these rules may result in the immediate rejection of the bid and potential denial of E-Rate funding.

26. Florida Preference: Pursuant to Section 287.084, Florida Statutes, effective July 2012, the District shall make appropriate adjustments to pricing of responses, as required, when bids have been submitted by Bidders having a principal place of business outside the State of Florida. Responding Bidders must complete and submit with their bid response **Attachment "P" Bidder's Statement of Principal Place of Business Form**, attached at the end of this document. **Failure to comply shall be considered non-responsive to the terms and conditions of this solicitation**.

Note: With regards to this Bid, Florida Preference is a **secondary factor** and will not supersede the E-Rate requirement that the price of eligible goods be the most heavily weighted factor

. For additional information regarding this statute, Bidders may refer to: http://www.leg.state.fl.us/Statutes/index.cfm.

27. Florida Department Of State, Division Of Corporations Registration Requirements: Bidder(s) 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 Bidder(s) must have an active status in order to be eligible to do business with the District. Bidder(s) doing business under a fictious 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.

28. Receiving/Payment/Invoicing: No payment will be made for materials ordered without proper purchase order authorization and/or Purchasing Card. The District shall pay all awarded Bidders pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act (Florida Statutes Section 218. 70). Payment shall not be made until services have been completed, inspected, and accepted by the District in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to the address set forth on the purchase order or by using the Purchasing Card. Payment in advance of delivery by the District cannot be made.

28.1 Invoicing: All invoices submitted to the District Representative must contain the following detailed information in order to be processed for payment:

a.) Purchase Order number;
b.) Date or time of monthly statement;
c.) Name of District employee(s) that authorized purchase;
d.) Itemized parts and supplies;

e.) Itemized labor charges (if applicable)

28.2 Payment Methods: The District utilizes purchase orders. The District may purchase items using a purchase order. Purchase orders will be placed by the District with the awarded Bidder(s). The successful Bidder(s) will be expected to honor all orders at the bid prices.

29. Compliance With Federal Regulations: All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(I), and Section 85.510 Code of Federal Regulations. The Bidder(s) certifies by signing the bid that the Bidder(s) and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participated in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect. During the term of any contract with the District, in the event of debarment, suspension, prosed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the Bidder(s) shall immediately notify Procurement Services, in writing. Bidder(s) will also be required to provide access to records which are directly pertinent to the contract and retain all required records for ten years after final payments are made.

30. List of Attachments and Documents to Be Signed and Returned With Bid Submittal:

Invitation to Bid Cover Page (Page 1)
Attachment "A" Proposer Guarantees and Warranties
Attachment "B" Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Attachment "C" Drug Free Workplace Certification
Attachment "D" Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
Attachment "E" Request for Approval of Proposed Purchasing Transaction Involving Possible Conflict of Interest (If Applicable)
Attachment "F" Policy Regarding Employee Conflict of Interest in Purchasing
Attachment "G" Public Entity Crimes Form, Notarized
Attachment "H" Certification Regarding Lobbying
Attachment "I" Disclosure of Lobbying Activities (If Applicable)
Attachment "J" Insurance Requirements Form
Attachment "K" Scrutinized Company Certification
Attachment "L" Respondent's Experience/Qualifications and References
Attachment "M" W-9 Request for Taxpayer Identification Number and Certification
Attachment "N" Certification Statement - Prohibition Against Contingent Fees, Notarized
Attachment "O" Non-Disclosure Agreement for Confidential Materials (Including Exhibit "A")*, If Applicable
Attachment "P" Bidder's Statement of Principal Place of Business
Attachment "Q" State of Florida Affidavit Regarding the Use of Coercion for Labor and Services
Attachment "R" Price Schedule Submittal Form
Attachment "S" Anti-ESG Certification
Authorized Distribution Letter

If a document does not apply to you, please mark it N/A and return it with your submittal.

*All materials that qualify as "trade secrets" shall be segregated, clearly labeled, and accompanied by an executed Non-disclosure Agreement for Confidential Materials shall be submitted in this section.

Attachment "A"

PROPOSER GUARANTEES AND WARRANTIES

I. Proposer warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-state of Florida) corporations.

II. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents thereof.

III. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the School Board of Volusia County, Florida.

IV. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

V. The proposer certifies it can and will provide and make available, at a minimum, all services set forth in **Section 1.3, Scope of Work.**

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Attachment "B"

Instructions for 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," and "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 Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the 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.

Attachment "B"

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –

Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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," and "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 proposal 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 proposal that it will include the 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.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, 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.

(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 Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

ED 80-0014 9/90 (Replaces CCS-009 REV. 12/88), which is obsolete

Attachment "C"

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder/Proposer, in accordance with Florida Statue 287.087 hereby certifies that _____ (Name of Business) DOES:

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, 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 contract a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under contract, 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 contender 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 Paragraphs 1 thru 5.

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

Signature of Authorized Officer: _____

Date: _____

Attachment "D"

AUTHENTICATION OF PROPOSAL AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby certify:

1. That I am the vendor (if the vendor is an individual), a partner of the vendor (if the vendor is a partnership) or an officer or employee of the proposing corporation having authority to sign on its behalf (if the vendor is a corporation).

2. That the submitted proposal covering School Board of Volusia County, Florida's **SOLICITATION ITB-2026-6055-KK** has arrived at the vendor independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Negotiate, designed to limit the independent proposing or competition as prohibited by provisions; or any attendant procurement regulations of the School Board of Volusia County, Florida.

3. That the contents of the proposal have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor and will not be communicated to any such person prior to the official opening of the proposal.

4. That the Vendor is legally entitled to enter into the contract with the School Board of Volusia County, Florida and is not in violation of any prohibited conflict of interest, including those prohibited or any procurement regulation of the School Board of Volusia County, Florida.

5. That the vendor has fully disclosed with their response the name(s) of any officer, director, or agent who is or was an employee of the School Board of Volusia County, Florida.

6. In submitting the above, it is expressly agreed that upon proper acceptance by the School Board of Volusia County, Florida of any or all items proposed above, a contract shall thereby be created with respect to the items in this proposal being accepted.

7. That I have fully informed myself regarding and affirm the accuracy of all statements in this proposal, including the price proposal.

SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES PROPOSAL:

SIGNED BY_____TITLE _____

COMPANY NAME_____TELEPHONE NO. _____

ADDRESS_____DATE _____

CITY_____STATE_____ZIP CODE _____

Attachment "E"

REQUEST FOR APPROVAL OF PROPOSED PURCHASING TRANSACTION
INVOLVING POSSIBLE CONFLICT OF INTEREST

INSTRUCTIONS: This form is required to be completed by any employee or former employee within two years of termination of employment who proposes or whose near relative proposes to either directly or indirectly purchase, sell, rent, or lease any realty, goods, or services from any business entity of which the employee or employee's immediate family has a material interest; nor shall any such individual either directly or indirectly sell, rent or lease any realty, goods, or services to the District.
See previous page for full policy statement.
Completion of this request does not constitute authorization for work to begin or for services to be provided

Name and Title of Employee making request	☐ Employee ☐ Former Employee
Division / Department	Separation Date:
Building / Room	Telephone Extension

CHECK AND COMPLETE THE APPROPRIATE ITEM:

☐ I propose to directly or indirectly purchase, rent, sell, or lease any realty, goods, or services to the District.
☐ A near relative * proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Relative:	Relationship:
Address:	

☐ I own or control more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Business:
Nature of Interest:

☐ A near relative * own or controls more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Relative:	Relationship:
Address:	
Name of Business:	
Nature of Interest:	

Describe the realty, goods or services proposed:

Are the realty, goods or services available commercially?

I certify that no District time, material, equipment or facilities have been or will be used in connection with any resulting purchase order or contract.
I certify that I have not or will not make, or participate in the making of the District's decision to purchase the realty, goods or services covered by this disclosure.

Signature of Employee	Date

APPROVALS

Employee's Department Head (not required if former employee)	Other Administrative Approval

* See reverse side for definition

Attachment "F"

POLICY REGARDING EMPLOYEE CONFLICT OF INTEREST IN PURCHASING

Definitions:

Employee—any individual who is presently employed by the District or whole separation from the District occurred within two years of the date of the proposed transaction.

Near Relative—spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and step relatives in the same relationship.

Employee-Vendor Relationship—a relationship in which an employee, or near relative, acts as an independent contractor for the purpose of renting or selling goods or providing services to the District.

Policy:

Conflict of Interest—The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School Board of Volusia County, Florida. Furthermore, all proposers must disclose the name of any Board Employee who owns directly or indirectly, any interest of five per cent (5%) or more of the total assets of capital stock in the proposer's firm.

(F.S. Chapter 112, Part III.) — "*No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.*
Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision."

Ethics in Purchasing—The provisions of School Board policy 426 regarding Vendor Relations shall apply regarding any "compensation" or "gifts".

Pursuant to Section 1-3 of the Volusia County School's Purchasing Manual, each transaction shall be handled objectively, without favoritism or discrimination, without seeking or dispensing personal favors and based on sound business judgment.

READ CAREFULLY – SIGN IN THE SPACE BELOW – FAILURE TO SIGN INVALIDATES PROPOSAL

SIGNED BY: _____ TITLE: _____

COMPANY NAME: _____ TELEPHONE NO.: _____

ADDRESS: _____ DATE: _____

CITY: _____ STATE: _____

Attachment "G"

PUBLIC ENTITY CRIMES FORM

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

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

1. This sworn statement is submitted with Proposal or Contract No._____ for _____

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

3. My name is _____ and my relationship to the _____ (entity name above) is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, *means*:

   A. A predecessor or successor of a person convicted of a public entity crime; or

   B. as entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposal or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Attachment "G" (Continued)

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature)

Date: _____

STATE OF_____

COUNTY OF _____

_____APPEARED IN PERSON BEFORE ME (the undersigned authority), who is personally known to me or provided the following identification _____, and affixed his/her signature in the space provided above on this _____ day of _____, 20____.

_____
NOTARY PUBLIC SIGNATURE

My commission expires: _____

Attachment "H"

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 certifies, to the best of his/her knowledge and belief, 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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub- recipients shall certify and disclose accordingly.

_____
Name of Organization

_____
Address of Organization

_____
Name /Title of Submitting Official

_____ _____
Signature Date

Attachment "I"

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See the following page for public burden disclosure.)

1. Type of Federal Action: ( ) a. contract ( ) b. grant ( ) c. cooperative agreement ( ) d. loan ( ) e. loan guarantee ( ) f. loan insurance	**2. Status of Federal Action:** ( ) a. proposal/offer/application ( ) b. initial award ( ) c. post-award	**3. Report Type:** ( ) a. initial filling ( ) b. material change **For Material Change Only:** Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ( ) Prime ( ) Sub-awardee Tier _____(*if known*)	**5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:** **Congressional District,** *if known*: _____	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CDA Number, *if applicable:* _____	
8. Federal Action Number, *if known*:	**9. Award Amount, if** *known*: **$**	
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** (*including address if different from No. 10a)*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities in a material representation of fact upon which reliance was pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.	**Signature:**_____ **Print Name:** _____ **Title:**_____ **Telephone No.:** _____ **Date:**_____	
Federal Use Only: Authorized for Local Reproduction Standard Form LLL (Rev.7-97)		

Attachment "I" (Continued)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1set tier. Sub-awards include but are not limited to sub-contracts, sub-grants, and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (Item 1), if known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identify number available for the Federal action identified in Item 1 (e.g., Request for Proposal (SOLICITATION) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "SOLICITATION-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
b. Enter the full names of the individual(s) performing service(s) and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budge, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

Attachment "J"

Insurance Requirements Form

Note: Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide the School Board of Volusia County, Florida with certificates of insurance meeting the required insurance provisions prior to the service date.

Requirement (X)		Insurance Type		Required Limits
X	1	Workers' Compensation		In accordance with Florida Statutes Chapter 440 and all Federal Government Statutory Limits and Requirements
			1A Employers Liability	Limit of $500,000.00 each Incident
X	2	Commercial General Liability		$1,000,000.00 Single Limit per Occurrence
X			2A Bodily Injury & Property Damage	$1,000,000.00 Single Limit per Occurrence
X	3	Indemnification		
		The Contractor/Vendor, in consideration of One Hundred Dollars ($100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend the School Board of Volusia County, Florida and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the School Board of Volusia County, Florida by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars ($100.00) or money received on the contract price is considered as payment of this obligation by the School Board of Volusia County, Florida.		
	4	Automobile Liability		
X			4A Owned/Non-Owned/Hired Automobile Included	$2,000,000.00 per Each Occurrence
	5	Professional Liability		$1,000,000.00 per Each Occurrence
			5A Errors and Omissions	$1,000,000.00 per Each Occurrence
			5B Builder's Risk	$1,000,000.00 per Each Occurrence
	6	Employee Crime		$2,000,000.00 per Each Occurrence
	7	Cyber Liability		$5,000,000.00 Single Limit per Occurrence
	8	Pollution Legal Liability		$1,000,000.00 Each Incident, with $10,000,000.00 General Aggregate

PROPOSER'S AND INSURANCE AGENT STATEMENT:

The School Board of Volusia County shall be named as the Certificate Holder on the Insurance Certificate. The School Board of Volusia County, Florida must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability. The School Board of Volusia County, Florida desires proof of insurability at levels required for this proposal.

The 'Certificate Holder' should read as follows:
School Board of Volusia County, Florida
200 N. Clara Ave
Deland, FL 32720

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required with response submittal.

A current certificate of insurance is attached: _____YES _____ NO (will provide within 7days of award)

Proposer Name: _____ Proposer Title: _____

Signature of Proposer _____

Attachment "K"

SCRUTINIZED COMPANY CERTIFICATION

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

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
   a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
   b. Have a material business relationship involving the supply of military equipment, or
   c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
   d. Have been complicit in the genocidal campaign in Darfur.

3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
   a. Have a material business relationship with the government of Iran or a government- created project involving oil related or mineral extraction activities, or
   b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

NAME AND TITLE: _____

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

Attachment "L"

RESPONDENT'S EXPERIENCE/QUALIFICATIONS AND REFERENCES

Please provide written responses to the following questions. If the answer to any of the questions is "Yes," Vendor shall describe fully the circumstances, reasons therefore, status, and ultimate disposition of each matter that is the subject of this inquiry.

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

   License or business tax receipt currently valid in force: _____

2. Contractor's Representative
   Provide the following information for the person to be assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name: _____ Phone #: _____Cell #: _____

   Email:_____

3. Has Vendor been declared in default of any contract? ❑ Yes ❑ No

4. Has Vendor ever forfeited on any performance bond payment issued by a surety company on any contract?

   ❑ Yes ❑ No

5. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under? ❑ Yes ❑ No

6. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ❑ Yes ❑ No

7. Is Vendor 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

8. Is Vendor 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

9. References: Provide at least three (3) references from firm's same/similar projects completed within the past five (5) years that are the same or larger in magnitude as this solicitation. If you're unable to provide at least three (3) references; provide a thorough explanation as to why not.

Reference # 1

Organization Name: _____ Telephone #: _____

Contact Name: _____Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____

Contract Dates: _____

Project Name: _____

Reference # 2

Organization Name: _____ Telephone #: _____

Contact Name: _____Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____

Contract Dates: _____

Project Name: _____

Reference # 3

Organization Name: _____ Telephone #: _____

Contact Name: _____Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____

Contract Dates: _____

Project Name: _____

Attachment "M"

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

Attachment "N"

PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 11.047, the following statement, duly signed and notarized, must be included in each proposal:

The Proposer, _____, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

Signature of Proposer: _____

Proposer Name: _____ Proposer Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification.

_____

(Notary Signature)

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

(Stamp/Seal) *Commission Expires:* _____

ATTACHMENT "O"

NON-DISCLOSURE AGREEMENT FOR CONFIDENTIAL MATERIALS

Solicitation # ITB-2026-6055-KK

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE EVALUATION COMMITTEE ON THE DAY OF THE EVALUATION; THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

Proposer: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the School Board of Volusia County, Florida, a political subdivision of the State of Florida (the "District"), and the above-named Proposer (hereinafter the "Proposer"). The School Board of Volusia County, Florida and the Proposer are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Proposer possesses certain confidential trade secret materials that it wishes to disclose to the School Board of Volusia County, Florida for the purpose of responding to a request for qualifications or otherwise conducting business with the School Board; and

WHEREAS, the School Board desires to review such materials in order to evaluate the District's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Proposer.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Proposer agree as follows:

a. Confidential Materials. The Proposer warrants and represents to the School Board that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School Board agrees not to disclose such Confidential Materials to third parties.

b. Additional Materials. During the course of the negotiations or the business relationship with the School Board, the Proposer may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the School Board and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board acknowledging receipt of such materials.

ATTACHMENT "O" (CONTINUED)

c. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:

1) Information already known or independently developed by the School Board;
2) Information in the public domain through no wrongful act of the School Board;
3) Information received by the School Board from a third party who was legally free to disclose it;
4) Information disclosed by the Proposer to a third party without restriction on disclosure;
5) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
6) Information that is disclosed with the prior written consent of the Proposer, but only to the extent permitted by such consent.

d. Non-Disclosure by Proposer. In the event that the School Board discloses confidential or trade secret information to Proposer, the Proposer agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School Board's prior written consent. Further, upon conclusion of discussions or business transactions between the School Board and the Proposer, or at any time upon request of the School Board, Proposer agrees to return such information (including any copies) to the School Board.

e. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

f. Limitations of Florida Law. Proposer understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School Board's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Proposer to be confidential or a trade secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Proposer further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.

g. Indemnification by Proposer. In the event of any litigation instituted by a third party to compel the School Board to disclose such materials, Proposer shall, at its sole cost and expense, provide assistance to the School Board in defending the denial of the records request, and shall hold the School Board harmless from any claim for statutory costs and attorneys' fees arising from the School Board's refusal to disclose such materials.

h. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

i. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School Board be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School Board, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

ATTACHMENT "O" (CONTINUED)

j. 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 the provisions of this paragraph. For the present, the Proposer designates the address set forth above as its place for receiving notice, and the School Board designates the following address for such notice:

School Board of Volusia County, Florida
Director of Procurement
200 North Clara Avenue
DeLand, FL 32720

k. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

l. Proposer and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

School Board of Volusia County, Florida

BY: _____

NAME: Enid Kunce

TITLE: Director of Procurement

DATE: _____

Proposer

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT “O” CONTINUED

NON-DISCLOSURE AGREEMENT

For

CONFIDENTIAL MATERIALS

Exhibit “A"

DESCRIPTION OF CONFIDENTIAL MATERIALS

Attachment "P"

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Bidder)

Name of Bidder: _____

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

Bidder'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 to be non-responsive to the terms of this solicitation.**

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

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

NOTICE: **Section 287.084(2), Florida Statutes, provides that "a Bidder 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 Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

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

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

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

_____ The Bidder's 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 Bidder's attorney: _____

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

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

Telephone number of out-of-state Bidder's attorney (_____) _____

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

Attorney's states of bar admission: _____

Attachment "Q"
State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name:_____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title:_____

Address:_____

City:_____ State: _____ ZIP:_____

Phone Number: _____

Email Address: _____

Section 787.06(13) and 287.1346 (4) 2, Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to 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 that statute.

The School Board of Volusia County, Florida is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified 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 her or his 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 toward 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 document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

I, _____ swear and affirm, under penalties of perjury, that I have read the foregoing document and that the facts stated in it are true to the best of my knowledge.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title:_____ Date:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____(date) by _____(name of officer or agent, title of officer or agent) of _____(name of corporation acknowledging), a _____(state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____(type of identification) as identification.

Signature of Notary:_____

Name typed, printed or stamped:_____

Expiration:_____

Attachment "R"
Price Schedule Submittal Form
(Posted as a Separate Document)

Attachment "S"
ANTI ESG CERTIFICATION

Solicitation Name: E-Rate Category Two Hardware, Licenses, and Accessories

Solicitation No: ITB-2026-6055-KK

The undersigned Bidder/Vendor hereby certifies that it understands the provisions of **Section 1010.04(5), Florida Statutes**, which prohibit Florida school districts from requesting or considering a vendor's social, political, or ideological interests in the evaluation and award of contracts.

The Bidder/Vendor further understands that the District's award decision will be based solely on "pecuniary factors"—those factors that are expected to have a material effect on the risk or returns of an investment or the cost and quality of the goods and services being procured—and that no preference will be given based on any social, political, or ideological interest.

Vendor Name: _____

Authorized Representative: _____

Signature: _____

Date: _____

PROPOSER'S CHECKLIST FOR REQUIRED DOCUMENTS

Proposers shall indicate compliance with the Proposal submittal requirements by submitting each required document, initialing each box, and signing at the bottom.

Item	Included (Initial Each)	Correlating Section or Page Number	Description
1		**Page 1**	SOLICITATION Title Cover Page Signed **(Solicitation ITB-2026-6055-KK E-Rate Category Two Hardware, Licenses, and Accessories)**
2		**Section 2.3.1**	Addenda Signed (If Applicable)
3		**Section 2.30**	Attachment "A" Proposer Guarantees and Warranties
4		**Section 2.24**	Attachment "B" Certification Regarding Debarment
5		**Section 2.22**	Attachment "C" Drugfree Workplace Certificate
6		**Section 2.25**	Attachment "D" Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest
7		**Section 2.25**	Attachment "E" Request for Approval of Proposed Purchasing Transaction Involving Possible Conflict of Interest
8		**Section 2.25**	Attachment "F" Policy Regarding Employee Conflict of Interest in Purchasing
9		**Section 2.30**	Attachment "G" Public Entity Crimes Form
10		**Section 2.30**	Attachment "H" Certificate Regarding Lobbying
11		**Section 2.30**	Attachment "I" Disclosure of Lobbying Activities
12		**Section 2.20**	Attachment "J" Insurance Requirements Form
13		**Section 2.30**	Attachment "K" Scrutinized Company Form
14		**Section 2.23**	Attachment "L" Respondent's Experience/Qualifications and References
15		**Section 2.30**	Attachment "M" IRS W-9 Request for Taxpayer Identification and Certification
16		**Section 2.30**	Attachment "N" Certification Statement – Prohibition Against Contingent Fees
17		**Section 2.30**	Attachment "O" Non-Disclosure Agreement For Confidential Materials (including Exhibit "A"), If Applicable
18		**Section 2.26, 2.30**	Attachment "P" Bidder's Statement of Principal Place of Business
19		**Section 2.30**	Attachment "Q" State of Florida Affidavit Regarding the Use of Coercion for Labor and Services
20		**Section 1.7, 1.8, 1.10, 2.11**	Attachment "R" Price Schedule Submittal Form
21		**Pages 11,12**	Attachment "S" Anti ESG Certification
22		**Section 1.5**	Authorized Distributor Letter

PROPOSER'S SIGNATURE: _____ DATE: _____

TYPE OR PRINT COMPANY NAME: _____