<table>
<tr><td colspan="2">SUBMIT TO:
All Proposals must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below.

It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.</td><td colspan="2">The School District of Manatee County

REQUEST FOR PROPOSAL
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205

DATE ISSUED: November 17, 2026</td></tr>
<tr><td colspan="2">CONTACT PERSON:
Kimberlie Dufon
Telephone #: 941.708.8770 ext. 41204
Email address:
dufonk@manateeschools.net</td><td colspan="2"></td></tr>
<tr><td>TITLE:
Uninterruptible Power Supply (UPS) Internal Connections District E-Rate Equipment</td><td>NUMBER:
28-0003-KCD</td><td>SUBMITTAL DEADLINE:
January 6, 2027 @ 3:00 P.M. E.T.</td></tr>
<tr><td colspan="2">PRE-PROPOSAL CONFERENCE: Not Applicable</td><td colspan="2">SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED</td></tr>
<tr><td colspan="4">REQUEST FOR INFORMATION DEADLINE: December 1, 2026</td></tr>
<tr><td colspan="4">This Proposal Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.</td></tr>
<tr><td colspan="2">LEGAL NAME, (herein referred to as "Bidder")
As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Request for Proposal ("RFP"):</td><td colspan="2">Florida Division of Corporation Document Number (www.sunbiz.org):

CONTRACTOR E-VERIFY NUMBER:</td></tr>
<tr><td colspan="2">MAILING ADDRESS:

CITY – STATE – ZIP:

TELEPHONE NO:

FAX NO:

FEI/EIN Number:</td><td colspan="2">I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award.

_____
Authorized Signature

_____
Typed Name

_____
Title Date

_____
Email Address</td></tr>
</table>

PROPOSAL SUBMITTAL CHECKLIST

It is the sole responsibility of each Proposer to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

Each submittal should include all information and documents requested in this RFP. Incomplete submissions may be declared non-responsive. A signed proposal submitted to the School Board obligates the submitter to all terms, conditions and specifications stated in this document, unless exceptions are taken and clearly stated in the RFP response. Comments made in VendorLink that are not uploaded in the Form of Proposal documents will not be considered.

The following documents must be submitted electronically:

- ☐ Invitation to Proposal Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ References
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Contractor Affidavit Regarding the Use of Coercion for Labor and Services

SECTION 1. SCOPE

The FCC's E-rate program makes telecommunications and information services more affordable for schools and libraries with funding from the Universal Service Fund, "E-rate" provides discounts for telecommunications, Internet access and internal connections to eligible schools and libraries.

The School District of Manatee County ("SDMC" or the "District"), Florida is seeking RFP proposals from USAC approved and qualified firms (Bidders) to provide, in accordance with E-rate rules for the following services:

Uninterruptible Power Supply (UPS) Internal Connections District E-Rate Equipment: All SDMC locations reside within the boundaries of Manatee County. SDMC desires to receive proposals for **Uninterruptible Power Supply** (**UPS) Internal Connections District E-Rate Equipment** solutions as detailed in SECTION 3 **–** Specifications**.** The District is seeking competitive, sealed proposals for the procurement and drop shipment of Uninterruptible Power Supply (UPS) units with **Lithium-Ion (LiFePO4)** battery technology to support network infrastructure across designated district locations.

- Request proposals for manufacturers American Power Conversion (APC), Allis Electric CO. (AEC), Vertiv, or equivalent.
- Proposers shall submit only one (1) proposed equipment solution. Optional or multiple equipment solutions will not be considered.
- Procurement Type: Equipment Supply Only / Drop Shipment.
- Services Excluded: No installation, mounting, cabling, network configuration, or on-site labor services are required or solicited under this scope.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract from the date of award, during which time the successful Bidder(s) shall guarantee fixed Pricing on items awarded, as specified in this Solicitation. Contract period commences on **July 1, 2027 through September 30, 2028**.

2. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County reserves the right to extend the contract term, upon mutual written agreement of the parties, for the time necessary to complete the E-rate funded project, including any FCC or USAC-approved service delivery deadline extensions. Any extension shall be under the same rates, terms, and conditions as the original contract.

3. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractor's E-Verify number in accordance with Florida Statute 448.95.

4. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.
   (7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.
   (8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

SECTION 3. SPECIFICATIONS

1. MINIMUM QUALIFICATIONS:

The Proposer shall provide all the below documentation. Failure to provide said documentation is cause for SDMC to deem the proposal as non-responsible and will not be evaluated. Additionally, SDMC reserves the right to request documentation at any time during the Contract period.

- **a)** **E-Rate Guidelines**: The Proposer will meet all E-Rate guidelines and remain in good standing with the program by timely filing all appropriate forms.
- **b)** **Service Provider Identification Number (SPIN)**: A SPIN is a unique nine-digit number assigned to service providers by USAC when an FCC Form 498 is filed. This number is also known as the service provider's 498 ID. A vendor may have more than one if the business units are separated by state, type of service, or for other reasons. One SPIN/498 ID is required to participate in the Schools and Libraries Program.
- **c)** **Proof of Insurability**: The Contractor may provide with the proposal a copy of any policy evidencing the insurance coverages and limits required by the solicitation. However, it does not constitute approval or agreement by SDMC that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are following the requirements of the solicitation.
- **d)** **Experience**: The Proposer shall have been in the provision of the required goods and services herein for a minimum of three (3) years and shall provide proof along with the Proposal (including but not limited to articles of incorporation, business tax receipts, E-Rate funding commitments…). Failure to provide said proof may be grounds for rejection of proposal. Respondents must prove validity of the stated documents to be in effect at the time of Proposal opening. SDMC will not award on assumptions that a granting of a license will occur at a future date.
- **e)** A Proposer may be required to furnish written evidence that they maintain a permanent place of business and have adequate equipment, finances, and personnel to furnish the goods and services offered satisfactorily and expeditiously.
- **f)** **Licenses**: The Contractor must be in possession of and provide proof of applicable current Florida License(s).

2. GENERAL EQUIPMENT SPECIFICATONS:

The School District of Manatee County is seeking vendor proposals to supply the requested UPS specifications compatible with existing infrastructure (110V L5-30R) installed throughout 58 of the District's facilities. The District is requesting proposals for ninety-one (91) UPS and corresponding equipment.

Request proposals for manufacturers American Power Conversion (APC), Allis Electric CO. (AEC), Vertiv, or equivalent.

Proposers shall submit only one (1) proposed equipment solution. Optional or multiple equipment solutions will not be considered.

The apparent silence of any Specification detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made based on the above statements.

Technical Specifications & Compliance - Uninterruptible Power Supply (UPS) Minimum Standards (All proposed UPS solutions must meet or exceed the following specifications):

- Equipment must be new and unused.
- Equipment must be listed by UL or equivalent nationally recognized testing laboratory.
- Equipment must operate on standard North American electrical systems.
- Equipment must include internal batteries.
- Equipment must include surge protection and voltage regulation capabilities.
- Equipment must support automated safe shutdown of connected equipment when applicable.
- Equipment must support event logging.
- Equipment must have remote management functionality.
- Include manufacturers' standard mounting hardware and accessories.
- Include all required power cords and communication cables.
- UPS units must be 3000 VA or equivalent with additional external battery module options as needed to support between 40 minutes and 60 minutes uptime with a load of approximately 4000W.
- Lithium-Ion (preferably Lithium Iron Phosphate {LiFePO}_4) integrated energy storage modules. Lead-acid (VRLA/AGM) solutions will **not** be accepted.
- Line-Interactive or Online Double-Conversion with **Pure Sine Wave** output on battery mode.
- Rack-mountable (1U, 2U, or 3U) with included 4-post and 2-post rack mounting hardware/rails.
- Integrated or included Network Management Card (NMC) enabling SNMP monitoring, environmental monitoring port capability, and secure web interface management (HTTPS, SSH, SNMPv3).
- NEMA standard plugs/receptacles matching district specifications with auto-sensing input voltage regulation (AVR).

Equipment Warranty & Support Period:

- Units shall come with 5-year comprehensive warranty. Bidders must provide a minimum **five (5) year full manufacturer's warranty** covering both the **UPS electronics/chassis AND the internal lithium battery cells/modules**.

- The warranty must include advance hardware replacement shipping at no additional charge to the district for defective units during the 5-year coverage period.

- The warranty must be a standard manufacturer coverage program and must not require an additional recurring software license or multi-year service agreement to remain valid.

Delivery and Logistics:

1. Delivery Location: Equipment shall be drop-shipped directly to the district's designated central receiving warehouse located at 1 Matzke Way, Bradenton, FL 34205.
2. Freight & Handling: All proposals must include **F.O.B. Destination, Freight Prepaid**. Packaging, shipping, handling, and delivery fees must be fully included in the unit proposal price or explicitly itemized as eligible freight.
3. Delivery Notification: Vendor/Carrier must notify the district technology contact at least 48 hours prior to delivery.

E-Rate Compliance and Billing Provisions:

1. E-rate Eligible Equipment: The equipment requested under this RFP is classified as **Category 2 Internal Connections (Uninterruptible Power Supply / Battery Backup)** under FCC E-rate program guidelines.
2. Ineligible Components & Cost Allocation: Proposers must explicitly identify any non-E-rate eligible items, features, or software licenses on the itemized pricing sheet. If a proposed item contains ineligible features, the proposer must provide a clear cost-allocation methodology and percentage breakdown.

SPIN & Service Provider Requirements

1. Service Provider Identification Number (SPIN): Bidders must possess a valid SPIN issued by the Universal Service Administrative Company (USAC) and be in good standing with the FCC.
2. Lowest Corresponding Price (LCP): Proposers must comply with FCC rules regarding Lowest Corresponding Price pursuant to 47 CFR Â§ 54.511(b).
3. E-rate Discount Invoicing: The selected vendor must support the following USAC invoicing mechanism:
    - SPI Form 474 (Service Provider Invoice method - Applicant pays non-discount portion only)

Contingency & Funding Clause

- The implementation of this project and execution of any purchase order or contract resulting from this RFP is strictly contingent upon the approval of E-rate Category 2 funding from USAC and the District's Board approval. The District reserves the right to

adjust equipment quantities, cancel, or modify the project scope without penalty if E-rate funding is reduced, denied, or delayed.

SECTION 4. PRICING AND WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

E-Rate Eligible Costs

Best value means the highest overall value to SDMC based on noted evaluation criteria.

1. FINANCIAL PROPOSAL

UPS District E-Rate Equipment Section 3 details the equipment needs of the district.

Additional Charges and Fees: All additional charges such as shipping, insurance, normal service consumables, shop supplies, environmental fees, administration fees, etc. must be included in your proposal. **SDMC will not be responsible for any type of miscellaneous surcharges or fees.**

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 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 vendor's control
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply
c) The effect on pricing or availability of supply is substantial
d) The volatility so affects the vendor 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.

Request for Proposal on Uninterruptible Power Supply (UPS) Internal Connections District E-Rate Equipment, SDMC No. 28-0003-KCD

WARRANTY AND SERVICE PROVISION: Proposer must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 5. PROPOSER INSTRUCTIONS

1. Questions: The Procurement Office is the sole point of contact from the date of release of this solicitation until contract award. All questions must be submitted in writing via www.myvendorlink.com.

2. Proposer's Submittal Instructions: Proposer shall submit proposal Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Proposals Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.

3. Proposal Requirements: The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:

- ☐ Invitation to Proposal Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ References
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")
- ☐ Contractor Affidavit Regarding the Use of Coercion for Labor and Services

4. "No Bid" Response Submittal Form: If Proposer is not providing a Proposal Submittal in response to this Contract, Proposer shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.

5. Electronic Submission: Proposer shall submit Proposal Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com , if technical difficulties arise during proposal submission.

i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats. **Do not password protect documents.**

ii. Enable printing on files submitted.

iii. Clearly identify the RFP Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.

iv. Complete the Request for Proposal Cover Sheet on Proposer's using the following information:

a. Business Name;
b. Complete Business Address;
c. Name(s) and contact information of key personnel.
d. Separate and identify each part of the submission.

Respondents should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required.

The Proposal shall be written in enough detail to permit SDMC to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

Vendorlink (**www.myvendorlink.com**): All solicitations and supporting documents will be posted on **www.myvendorlink.com**. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates. Each Proposer must have a current vendor application on file with VendorLink to conduct business, receive updates and addenda, and ask questions under any SDMC solicitation. SDMC may disqualify a Proposer for failure to comply with this condition.

Technical Support: For technical support contact the Vendor Registration Helpdesk via email at **support@evendorlink.com** for additional registration questions.

6. **Withdrawal:** Proposer may withdraw, alter, and resubmit Proposal Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Proposal Submittals not withdrawn will constitute an irrevocable offer, for a period of 120 days after the due date to provide The School District of Manatee County with the services specified in the proposal, unless otherwise specified. The School District of Manatee County may request clarifications and additional information after proposal submission.

7. **Signature:** All Proposals Submittals must be signed by an officer or employee having authority to legally bind Proposer. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) are not permissible and may result in the rejection of a Proposer's proposal. Proposer's should become familiar with any local conditions which may, in any manner, affect the product or service required. Proposer's are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions. Digital signature or a scanned copy of a wet signature is acceptable.

8. **Florida Department of State, Division of Corporations Registration Requirements:** Proposer's that 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 written documentation of "active" status. All registered Proposer's must have an active status in order to be eligible to do business with the School District of Manatee County. Proposer's doing business under a fictitious name must submit the Proposal Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

9. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Proposer's business operations and employees if they are under Contract with the School District of Manatee County.
    9.1. The Awarded Proposer and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as

described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.

9.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted if any one of the following conditions apply:

1.2.1. Vendor employees will be on school grounds when students are present;
1.2.2. Vendor employees will have direct contact with students; or
1.2.3. Vendor employees will have access to or control of school funds.

9.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.

10. **Insurance Capacity Verification:** Awarded Proposer's shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Proposer's insurance or a release or waiver of Awarded Proposer's obligation to provide insurance required by this Contract. Awarded Proposer agrees to the following as it relates to all above required insurance:

10.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).

10.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

10.3 Awarded Proposer shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Proposer received from its insurer on above required insurance.

10.4 Awarded Proposer shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

10.5 To the extent permitted by law, Awarded Proposer's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

10.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

11. **Lobbying/Cone of Silence**: Procurement, prohibits any communication regarding an active competitive solicitation between any District employee or School Board member and any third party, representative, or lobbyist of that party, in effect from the time of release of the competitive solicitation until the contract is awarded by the School Board.

SECTION 6. EVALUATION AND PROPOSER SUBMITTAL

PROPOSAL EVALUATION

Procurement Services shall forward all on-time responsive Proposals to the assigned Evaluation Committee (the "committee") for evaluation and ranking. The committee, consisting of SDMC personnel, but may include additional stakeholders, will convene, review, and discuss the Proposals. Procurement Services will participate as a facilitator and document the meeting.

a) **Selection Criteria**: This solicitation will comply with applicable SDMC policies, state board rules, and Florida statutes. SDMC may determine a selection without discussion with any Respondent after SDMC receipt of Proposals. Therefore, Respondents must submit complete Proposals with all pertinent information. If SDMC cannot reach an agreement with the highest ranked Responder, SDMC may then conduct negotiations with the next highest rated Responder. This process may continue until there is a mutually agreed contract or until SDMC has rejected all desirable Responders. Failure to enter into a mutually agreed contract may require the termination of negotiations and rejection of the solicitation. No Responder shall have any rights against SDMC arising from such negotiations.

b) **Proposal Clarification**: On the posted date of RFP evaluation, the Proposer must be available by phone for questions or possible clarification of proposal.

c) **Negotiations**: The committee or designee reserves the right to negotiate further terms and conditions, including price with the highest ranked Responder. If a mutually beneficial agreement with the first-ranked Proposer being considered for award cannot be resolved, the committee reserves the right to enter into negotiations with the next highest ranked Responder and continue this process until agreement is reached. There will be no interim briefing regarding the status of a Proposal until evaluation of all Proposals are complete.

d) **Inspection of Proposer's Facilities**: SDMC reserves the right to inspect the Proposer's facilities prior to award of this contract.

e) **Proposal Preference**: SDMC reserves the right to qualify Responders who SDMC deems to meet the qualifications listed in this solicitation. SDMC is therefore not bound to accept a Proposal based on lowest price per E-Rate rules. In addition, SDMC at its sole discretion, reserves the right to cancel, recall, or re-issue all, or parts of the solicitation, to reject any Proposal, to waive any formality and irregularity, or to re-advertise the identical or revised specifications.

f) SDMC will only contract with those Respondents that are in full or substantial compliance with the provided terms and conditions stipulated in this solicitation. SDMC cautions Responders to indicate all restrictive deviations from the desired terms and conditions.

g) SDMC will select the Respondent(s) it deems as in the best interest of SDMC and shall be the sole judge and final arbiter of its own best interest, the evaluation of submissions, and the resulting negotiated contract. SDMC decisions will be final.

h) **Board Submittal**: Procurement Services will prepare and submit an agenda item to the Superintendent who will recommend the award to the Board. The Board has the final say as

to whether it will authorize the award.

i) **Award**: This contract will be awarded to the highest ranked, responsive, and responsible Respondent once all Proposals are evaluated. SDMC is not responsible for discrepancies or inconsistencies provided in Respondent's Proposal. Respondents not meeting the requirements herein will be determined to be nonresponsive and will receive no further consideration by SDMC.

j) **Preliminary Phase**: The intent of this solicitation is to allow the committee to make like comparisons between Proposals. Proposer's failure to comply with the requested format shall be cause for rejection of the faulty Proposal. Procurement Services reserves the right to (i) evaluate Proposals for compliance with required format, (ii) completeness of forms, (iii) submission of required experience requirements, including but not limited to proof of insurability, licenses, articles of incorporation (Division of Corporations - Florida Department of State (myflorida.com), business tax certificates, and references.

k) **Proposal Evaluation**: The committee will rank Proposals based on the below Weighted Criteria. VendorLink will not be used to score the proposals. Instead, proposals will be scored utilizing a 100% E-Rate compliant bid evaluation matrix.

l) **Award Recommendation**: Procurement Services may negotiate the Proposal terms, conditions, and costs with the highest-ranked Respondent prior to Board award. If Procurement Services is unable to reach acceptable terms with a highest-ranked Respondent, SDMC may seek to reach acceptable terms with the next highest-ranked Respondent and recommend award to said Responder. SDMC may continue the process until an agreement is reached or until the termination of the solicitation process. SDMC shall post a notice of intent as to its intended decision

m) **Weighted Criteria:** The Weighted Evaluation Criteria will include the following:

	Evaluation Criteria	Weight
1	Cover Letter: (including proper Bid format, coversheet, and signed forms)	Pass/Fail
2	Total Cost of E-Rate Eligible Equipment: UPS Hardware, and Freight	55
3	Technical Specifications & Compliance: Adherence to Lithium Battery Specifications, VA/Watt Capacity, Form Factor, and Rack Features	25
4	Equipment Warranty & Support Period: Compliance with the required 5-year full system/battery advance replacement warranty	20
	Total Points	**100**

Request for Proposal on Uninterruptible Power Supply (UPS) Internal Connections District E-Rate Equipment, SDMC No. 28-0003-KCD

COVER LETTER AND GENERAL REQUIREMENTS

Failure to meet the below-prescribed submittal format is cause for rejection of the Proposal as non-responsive.

1. COVERSHEET

The coversheet, at a minimum, must contain the:

- Solicitation title
- Due date
- Proposer name
- Proposer address
- Proposer contact information

2. **TABLE OF CONTENTS**

Outline and identify the Proposal by:

- tab and page number the major areas of the Proposal
- all pages must be consecutively numbered and correspond to the table of contents

3. **COVER LETTER**

The cover letter shall be a brief formal letter that provides the Proposer's:

- understanding of the requirements and scope of services of this solicitation; and
- interest and ability to perform the requirements of this solicitation; and
- principles, including the contact information; and
- representatives, including the contact information, of those who will represent the Proposer during the solicitation process; and
- signature (by an authorized representative who may legally bind the Proposal to the promises provided in its Response)

4. SIGNED FORMS

The Proposer must sign and include the provided forms in the following pages.

The Proposer must supply the information listed below for consideration. In case of a Contract dispute or further clarification becomes necessary, please indicate your representative's contact information. Procurement Services shall serve as the initial SDMC representative.

5. CONTACT INFORMATION & CERTIFICATION

The Proposer must supply the information listed below for consideration. In case of dispute or if further clarification becomes necessary, please indicate your representative's contact information.

LOCAL CONTACT INFORMATION

_____ _____
Account Representative Name Title

_____
Local Address

_____ _____
Phone Number Cell Phone Number

_____ _____
Email Address Fax Number

X_____
Signature of Owner or Authorized Officer

CORPORATE INFORMATION

_____ _____
Representative's Name Telephone Number

_____
Company Name

_____
Principal Place of Business Address

_____
Remit-To Address (if different from above)

☐ Corporation ☐ Sole Proprietor/Partnership ☐ Limited Liability Corp.

FEIN or SS# _____ ☐ Other_____

Proposer SPIN Number: _____ (obtain from the USAC Schools and Libraries Division)

SECTION 7: CONTRACTORS RESPONSIBILITIES

The Contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of Contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while Contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each work day.

The Contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the Contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The Contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The Contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the Contractor.

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the Contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The Contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The Contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The Contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The Contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments. The invoice shall be submitted within ten (10) working days upon completion of the job.

The Contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The Contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The Contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The Contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on week-ends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The Contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
https://www.manateeschools.net/page/school-directory

SECTION 8. KEY EVENTS & DATES

KEY EVENTS & DATES

November 17, 2026	Request for Proposal notice e-mailed to prospective Proposer's via VendorLink & bidding documents posted on the VendorLink website.
December 1, 2026	Questions/Clarifications due. Question shall be submitted electronically through VendorLink at www.myvendorlink.com. Only questions submitted electronically will be included in an addendum.
December 8, 2026	Addenda posted to the e-procurement service website (www.myvendorlink.com).
January 6, 2027	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
* January 14, 2027	Evaluation of bids and make selection of contractor(s). Evaluation meeting will be located at 215 Manatee Avenue West, Bradenton, FL @ 9:00 a.m. in Room 406
*On or About January 19, 2027	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
* February 2027	School Board Award of Proposal

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

SECTION 9. GENERAL TERMS AND CONDITIONS

ASSIGNMENT:
Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

GENERAL PROPOSERS INFORMATION: Interested vendors are advised that the School District of Manatee County (District) will not consider bids which contain an escalation clause for the initial contract period. It is understood that normal bid processing time will be 30 - 60 days after opening date of bid and that prices reflected by this bid will be firm through bid processing time and the delivery of items awarded.

No price escalations (increases) will be permitted during the initial term of this contract. Price de-escalation (decrease) is permissible at any time during the contract term. The District reserves the right to require a decrease based on industry pricing indicators (PPI and CPI) Contractors may request a price increase at renewal, if any. Price increase requests must be based on the Producer Price Index (PPI) Table Containing PPI-U All Items Indexes and Annual Percent Changes, http://data.bls.gov index for related commodity, final demand, seasonally adjusted, and may not exceed 4 percent.

The price increase request must be submitted 30 days before the expiration of the Contract, to the Contract Administrator, in writing and substantiated by a copy of the appropriate (meaning specific to that Contractor's commodity code) PPI index.

PURCHASE TERMS AND CONDITIONS: This proposal, and the corresponding contract of award agreement and purchase orders will constitute the complete agreement. The School District of Manatee County will not accept proposed terms and conditions that are different than those contained in this Request for Proposal, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any School District of Manatee County employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on the School District of Manatee County.

MINOR IRREGULARITIES/RIGHT TO REJECT: The District reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the District determines that doing so shall serve the Districts' best interests. The District may reject any response not submitted in the manner specified by the solicitation documents.

CLARIFICATIONS OR REVISIONS: The District reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

EX PARTE COMMUNICATION: To assure proper and fair evaluation of submissions, after submissions are received the District prohibits ex parte communication initiated by the submitter to Board members and discourages ex parte communication initiated by the submitter to any District official or employee evaluating or considering the submissions prior to the time a decision has been made. Communication between a submitter and the District will be initiated by the appropriate District official, employee or designated consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the submission. Ex parte communication may be grounds for disqualifying the offending submitter from consideration or award of the contract then in evaluation or any future contract.

PURCHASES BY OTHER PUBLIC AGENCIES: With the consent and agreement of the successful proposer's, purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein, with written approval by the School District of Manatee County.

CANCELLATION: Notwithstanding any other provision of this invitation, any agreement resulting from this invitation may be unilaterally canceled by the School District of Manatee County via either of these two methods at the District's sole discretion:

1. In the event any of the provisions of the awarded proposal are violated by the vendor, the School District of Manatee County may give written notice to the vendor stating the violations or deficiencies and demanding their cure. If those violations or deficiencies are not cured to the School District's reasonable satisfaction within five (5) days of the vendor's

receipt of the notice, the agreement may immediately thereafter be canceled by written notification to the vendor; or

2. The School District of Manatee County may terminate any agreement resulting from this invitation at any time, with or without cause, upon thirty (30) days written notice to the other party.

AUTHORITY: The School Board of Manatee County, Florida is the sole legal entity having authority to award a bid or bind the School District in regard to any agreement resulting from this invitation. The Superintendent of Schools acts as the Chief Executive Officer of the School District of Manatee County and shall have, and is hereby delegated by the School Board, authority to issue any notice, effect any cancelation, perform any inspection, or take any other action to ensure compliance with the terms of this invitation or any agreement resulting there from on the School Board's behalf without further action by the School Board.

CLARIFICATION OF RFP: Proposers should submit via Vendorlink any questions electrically regarding this bid. Only questions submitted electrically will receive responses or be included in an addendum. See "Key Events & Date" section for deadline date. Questions received after the date posted in the "Key Events & Date" section will not be acknowledged. Changes to the bid which have a material effect shall be communicated to proposers.

ADDENDA TO RFP**:** From time to time, addenda's may be issued to this proposal. Any such addenda will be posted on (www.myvendorlink.com). Such notices will contain clarifications to details of the solicitation and/or responses to questions submitted during the preview period. Each respondent is responsible for monitoring these sites for information concerning this solicitation.

EVALUATION COMMITTEE MEETING: Evaluation meetings will be open to the public pursuant to Florida State Statute 286.011 and noticed on the District Web Site (www.manateeschools.net). Any portion of a public meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of the a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from Florida Statute 286.011. See Key Events and Dates page contained herein.

LINE ITEM PROPOSAL CORRECTIONS: The use of correction fluid or erasures to correct line item proposal prices and/or quantities are not acceptable. Corrections must be by line outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected proposals will be considered nonresponsive for the corrected items only.

BUDGETARY LIMITATIONS: The School District of Manatee County reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

NON-FUNDING CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

AWARDS: The School District of Manatee County reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

PUBLIC RECORDS: Any material submitted in response to this Solicitation will become a public record pursuant to Chapter 119, Florida Statutes, when the District receives the responses. Any claim of confidentiality is waived upon submission, unless addressed as set forth below. A Vendor's response to this solicitation shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. All information in a Vendor's response (including, without limitation, technical and price information) will be a matter of public record, subject to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes, regardless of copyright status. Submission of a response to this solicitation shall constitute a waiver of any copyright protection which might otherwise apply to the District's production, disclosure, inspection and copying of such response and contract, or any part thereof, except those parts asserted to be exempt under Chapter 119, Florida Statutes. The response, upon submission shall be the property of the District (except those parts asserted to be exempt in the manner set forth below), and the District, in its sole discretion, shall have the right to use, reproduce, and disseminate the response. The District reserves the right to use any and all information contained in a response received to this solicitation. Any content submitted to the District which is asserted to be exempt under Chapter 119, Florida Statutes, shall be set forth on a page or pages separate from the rest of the response, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret as applied to the portion

of the response or other document in which the content is set forth.

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

Public Record Custodian,
Communications/Public Records Associate,
215 Manatee Avenue W.
(941) 708-8770
Bradenton, Florida, 34205
publicrecords@manateeschools.net

NOTIFICATION OF AWARD: After award by the School Board of Manatee County, proposers are invited to visit our website www.myvendorlink.com.

PURCHASING CARDS: The School District of Manatee County may choose to use a "P-Card" for ordering of goods and materials or payment of invoices under this bid. The proposer, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the bid to be declared nonresponsive, or result in revocation of the contract, if already awarded. A secured customized website for the School District of Manatee County will be setup with password capabilities which reflect pricing awarded on this bid at the discretion of the School District. No third party payment, i.e. Pay pal will be considered.

VISITOR IDENTIFICATION SYSTEM: A Visitor Identification System has been implemented by the School District of Manatee County. A driver's license or government issued photo id will be required for scanning into the system and a visitor's pass will be issued to individuals visiting district sites.

COMPLIANCE REQUIREMENTS: Vendors/Proposers acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School District of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/bidder agrees to all provisions and instructions contained in this RFP document and agrees that the failure of vendor/bidder to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

CONTACT WITH STUDENTS: To extent not otherwise indicated, no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this RFP shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposers shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this bid.

STANDARDS OF CONDUCT: Vendors awarded a contract will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

PREVIOUS PERFORMANCE: Documented poor performance of contractors on previous contracts with the School District of Manatee County or other governmental entity will be considered during evaluation and may be sufficient cause not to award.

VARIANCE TO BID DOCUMENTS: For the purpose of RFP evaluation, proposers must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the vendor's bid proposal, it shall be construed that the RFP proposal submitted fully complies in every respect with our bid documents.

PROPOSER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after bid or proposal opening shall be considered.

RFP TABULATIONS: After approval by the School Board of Manatee County, proposal tabulations will be

available for review on the e-procurement service website (www.myvendorlink.com).

NOTICE OF INTENT TO AWARD RFP: Once proposals are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to Award will be posted on the e-procurement service website (www.myvendorlink.com). The recommendation for award is not official until this notice is posted.

CONFLICTS OF INTEREST AND KICKBACKS: Any proposer giving or offering to any employee and/or official of the School District of Manatee County, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other RFP/bid, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

IDENTIFICATION: The contractor and sub-contractors shall be required to see that their personnel maintain visible personal identification on each employee. Vendor's employees must be appropriately attired (including shirt). Employees shall be required to dress neatly without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.

SCHOOL DISTRICT POLICY: In accordance School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be affected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Florida Statutes 112.

USE OF OTHER CONTRACTS: The School Board of Manatee County reserves the right to utilize any other School District of Manatee County contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so. The District hereby notifies interested parties that the purchasing agreements and state term contracts, available under s. 287.056, of the Department of Management Services have been reviewed for the subject of this solicitation.

NON-EXCLUSIVE AGREEMENT: This RFP does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights:

The unrestricted right to use others to perform work, provide services or deliver the same or similar products as described herein when it is to the economic benefit of the district.

The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the District.

DISPUTE: Bid tabulations with recommendations will be posted on the e-procurement service website (www.myvendorlink.com). A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3), Florida Administrative Code 28-110 and School District Policy 7.15. The notice must be filed with the Purchasing Director.

Any person who is adversely affected by the District's decision or intended decision shall file with the Purchasing Director, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar days after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School District of Manatee County in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000,

which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, treasurer's check, bank draft of any national or state bank payable to the School District of Manatee County will be an acceptable form of security. If, after completion of the administrative hearing process and appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the remainder, if any, of the protest security shall be returned. If the protester prevails, protester shall recover from the district all costs and charges which are included in the final order of judgment, excluding attorney's fees.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

COMPLIANCE WITH REGULATIONS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. The bidder **shall have in their possession and must provide** all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful bidder(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Manatee County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for Manatee County, Florida.

INDEMNITY: Indemnifications as specified in section 725.06, 725.08 Florida Statute "as applicable", the bidder agrees to indemnify and hold the School Board of Manatee County harmless from all third party claims and all costs, including attorney's fees incurred by the School Board in defending same to the extend such claims are based on a defect in a product or part thereof, supplied hereunder, or failure of such product or part thereof to conform.

CANCELLATION OR CHANGES IN SPECIFICATIONS: The Board reserves the right to cancel an awarded bid without penalty or negotiate changes to specifications as required by changes to local, State or U. S. Government regulations concerning the contents of products desired.

UNAUTHORIZED ALIENS: The School District of Manatee County considers the employment of unauthorized aliens by the vendor/bidder, or any of its sub-contractors, a violation of the Immigration and Naturalization Act. Vendor/Proposer shall screen those working on the project site to insure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Vendor/Proposer shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

PUBLIC ENTITY CRIMES CERTIFICATE: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statute, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

NONCOMPLIANCE WITH CONTRACT: It is expected that the delivery and/or completion dates as annotated on this RFP will be firm dates. Any deviation from the contracted completion date must be approved in writing by the Purchasing Office of the School District of Manatee County. Failure to complete the contract within the time agreement or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Other assessments as outlined elsewhere in this document may also apply. Termination for cause includes terminations under 287.135, F.S.

PURCHASE ORDER NUMBER: The School District of Manatee County's purchase order number must appear on all packages, labels, cartons, packing slips, bills of lading, invoices and all correspondence referring to all orders. Orders received without the purchase order number prominently displayed shall be subject to refusal and return at the vendor's expense.

TAX EXEMPTIONS: When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

INVOICES: The Contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, work order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the Accounts Payable Department within ten (10) working days upon completion of the job. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought. A copy of all applicable materials, rental, or sub-contractor invoices must be included with the invoicing to SDMC. The Contractor's invoice will also reflect a breakdown of all standard hours and non-standard hours worked.

DEFAULTS: If the Proposer defaults after the Board awards a bid, the Bidder shall pay to the School District of Manatee County, as liquidated damages, an amount equal to five percent (5%) of the unit prices times the quantity of each item in question, or $25.00, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, the amount due will be five percent (5%) of the remaining value of the contract. A successful proposer who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the School District of Manatee County for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active vendor list(s).

In addition, failure of any delivered item to conform to specifications as bid shall constitute a default in the contract and shall be subject to return or replacement at the buyer's option. Failure to deliver one (1) or more items on two (2) or more consecutive deliveries will be viewed as delivery default and will be considered grounds for canceling all awarded items and sites. Penalties may be assessed when failure to deliver places a financial burden on the School Board.

PAYMENT TERMS: SDMC complies with the Florida Prompt Payment Act (ss. 218.70-218.80). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance.

MINIMUM ORDER: Bids requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the School District.

UNITS OF MEASURE AND LOT SIZES: The item units of measure shall be as indicated on the Form of Proposal. If manufacturer's standard packaging is different than the quantity listed, it shall be the vendor's responsibility to convert the bid price to the requested unit of measure. Proposals received for items which have not been converted to the requested units of measure shall be considered nonresponsive for that item. Additionally, proposers must indicate the units of measure they are able to supply.

POSSESSION OF FIREARMS: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/bidder, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/bidder. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/bidder shall terminate its agreement with the sub-contractor. If the vendor/bidder fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "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 devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

CRIMINAL ACTS: Employment on the project by the Vendor/Bidder, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Bidder agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors

employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/ Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4): All vendors, contractors and sub-contractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

DAVIS-BACON ACT: as amended (40 U.S.C. 3141–3148): 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

"STEVENS AMENDMENT" (Public Law 100.463, Section 8136): For the purpose of complying with Public Law 100.163 noticing the use of federal funds this notice incorporates by reference the Districts SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS and notifies parties that the approximated expenditure of Federal funds in this procurement is estimated at 30% of the contract volume. This report can be found on the District website (www.manateeschools.net) contained in the Comprehensive Annual Financial Report (CAFR), SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS for the fiscal year of this Solicitation.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708). 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.

SAFETY STANDARDS: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

MATERIAL SAFETY DATA SHEETS: Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety Data Sheets (MSDS).

SHOP DRAWINGS: Shop drawings are required from the successful bidder(s) and approval from the School District of Manatee County prior to starting installation unless waived by the School District of Manatee County.

SAMPLES: The School District of Manatee County reserves the right to request samples to be submitted at a later date for evaluation purposes, even though not specifically called for in the original specifications. Upon such request, samples shall be provided at no expense to the School District.

Samples not destroyed in testing will be available for return to all vendors upon notification by the Purchasing Department. Samples will be returned at no expense to the School District. Samples for which no return authorization has been received after thirty (30)

days of notification shall be considered donations to the School District by the vendor.

INSPECTION: All items shall be subject to inspection after receipt at destination. Any deviation from the specifications, shortage of weights and/or any commodities that are found to be inferior or otherwise not in conformity with the specifications, the School District of Manatee County shall have the right to reject. Further, the rendering of inferior products or poor service, shall constitute a Breach of Contract and upon receipt of written notification of unsatisfactory performance, the contract shall be terminated immediately.

BRANDS: Proposers shall indicate for each item bid; the name and model of the brand being bid. An example of the brand desired may be provided for each item contained in this bid. This is done to provide the bidder with information regarding the nature and quality of the materials required and is not meant to restrict bidding to that particular brand, unless the term "No Equivalent will be accepted" or "Only" appears on the Form of Proposal. However, if the item bid varies from the one described descriptive literature in the form of catalogs or brochures which illustrate the product sufficiently for evaluation must accompany the submitted bid for consideration. Bids received without this information or with insufficient information, as determined by the Evaluation Committee, will not be considered. Once an item is awarded from this bid to a successful bidder, no substitution of brands will be permitted. If the bidder does not indicate that an item proposed to be furnished is other than specified, the specified item shall be supplied by the bidder upon issuance of a purchase order.

QUALIFIED PRODUCTS LIST (QPL): The product(s) listed herein is the only product(s) for which proposals will be accepted. Proposals submitted for any other product(s) will not be considered. Vendors who wish to have their products added to the QPL for future bids must, at their own expense, have the appropriate tests performed and submit acceptable results to the Purchasing Department. Contact the Purchasing Department for specific instructions.

TESTING: If, after delivery of the products by the successful proposer, the quality of any product shipped is questionable, the School District reserves the right to have it tested by the Florida Department of Agriculture or by an independent testing facility. In the event test results prove the product does not meet specifications, the cost of the testing shall be borne by the vendor and upon return of all unused materials, the vendor shall refund the entire purchase cost.

FACILITY INSPECTION: The School District of Manatee County reserves the right to inspect or have their representatives inspect the supplier's facilities at any time.

DELIVERY DATES: Delivery time shall be in accordance with time frames stipulated on the Form of Proposal by each vendor. Any delivery including back ordered items, not made within the specified period of time may be assessed a one percent (1%) per day late charge unless prior written approval is obtained from the Purchasing Department. Assessment of such charge will be applied to all sums owing said vendor. Assessment of said charge will be at the sole discretion of the School District of Manatee County and administered by the Purchasing Manager. Other assessments as outlined elsewhere in this document may also apply.

OVER SHIPMENTS/INCORRECT SHIPMENTS: Vendors will be notified of over shipments and/or incorrect shipments. If return authorization is not received within thirty (30) days, such items shall be considered as donations to the School District.

PALLETIZED SHIPMENTS: All shipments, except foam products, shall be palletized. The School District of Manatee County reserves the right of refusal at the delivery location for unpalletized shipments. No additional shipping charges shall be incurred due to refusal of shipment.

DELIVERY NOTICE: Vendors shall notify the School District of Manatee County forty-eight (48) hours prior to delivery to ensure availability of receiving personnel. The School District reserves the right of refusal at delivery location if prior notice has not been received.

FREIGHT CHARGES: Successful proposer shall ship all materials F.O.B. DESTINATION. Shipments sent freight collect will be subject to refusal at receiving point.

FREIGHT CLAIMS: It shall be the responsibility of the shipper to replace damaged and/or lost shipments. Freight inspection reports will be furnished to the shipper promptly upon receipt from the carrier; however, it will be the shipper's responsibility to file a claim against the carrier.

DRUG FREE WORK PLACE CERTIFICATION: In accordance with section 287.087, Florida Statute, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the School District of Manatee County for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

DEBARMENT AND SUSPENSION: (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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.

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.''

ANTI-DISCRIMINATION: a. the proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Proposer shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions

MINORITY, SMALL, AND WOMEN OWNED BUSINESS: School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of ''funding agreement'' under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT: (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and sub grants 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). 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).

BYRD ANTI-LOBBYING AMENDMENT: (31 U.S.C. 1352)—Contractors that apply or RFP/bid for an award of $100,000 or more 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.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered

materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS: 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

BUY AMERICAN [7 CFR PART 210.21 (d)] - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

DISCOUNTS, REBATES & CREDITS: All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA’s nonprofit food service account.

APPENDIX A
"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

RFP 28-0003-KCD Uninterruptible Power Supply (UPS) Internal Connections District E-Rate Equipment

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address: _____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

PROPOSER'S ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Proposer acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful Proposer's, purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Proposer further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Proposer proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination.

Print Name: _____

Signature: _____ Date: _____

APPENDIX C

PROPOSER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: ___
   Licenses currently valid and in force: _____

2. Proposer's Representative
   Provide the following information for the representative 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 Proposer been declared in default of any contract? ☐Yes ☐No

4. Has Proposer 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 Proposer's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

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

7. Is Proposer now the subject of any litigation in which an adverse decision might result in a material change in Proposer's financial position or future viability? ☐Yes ☐No

8. Is Proposer currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

REFERENCES

Provide a minimum of three (3) of your firm's largest clients or completed projects on the form provided herein. Include all requested information. Include only references within the previous three (3) years. SDMC may contact these references during the evaluation process and may utilize other references' information to predict Respondent's capability. Negative references, in SDMC sole discretion, may be cause for disqualification of Proposer.

The remainder of this page is intentionally left blank.

Reference # 1

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____Telephone #: _____

Contact Name:_____E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check your company's previous performance and contact references.

_____
Authorizing Signature (Respondent):

Title of Reference _____

APPENDIX D

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Proposer: _____

Proposer's principal place of business (County and State): _____

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

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Proposer'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.
Or
Proposer'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 laws):

Legal Opinion Regarding Political Subdivision Preference

Proposer'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 state.
Or
Proposer's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

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 of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

PROPOSER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Proposer's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Proposer answers 'Yes' to any of the questions below, then Proposer shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Proposer been declared in default of any contract? ☐Yes ☐No

2. Has Proposer forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Proposer's surety company on any payment of performance bond issued to Proposer arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

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

5. Is Proposer now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Proposer 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

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
   _____
   _____
   _____
   _____

8. Proposer must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
   _____
   _____
   _____
   _____

_____
Corporate Name of Proposer (Typed)

_____
Authorized Representative's Signature Date

APPENDIX F
DRUG FREE WORK PLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free work place program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required 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 work place through implementation of this section.

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

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

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

**** **BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE** ****

(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.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H
SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and 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.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

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

APPENDIX I
BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

*SIGNATURE: _____ DATE _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

APPENDIX L

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against 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.

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

_____
Signature of Authorized Representative