School District of Palm Beach County FL

Solicitation No. 27C-28W
Installation of Fiber and Fiber Related Products - E-Rate

RESPONSES ARE DUE PRIOR TO:

2:00 PM EST., Tuesday, January 5, 2026

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.bidnetdirect.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.

https://www.palmbeachschools.org/about-us/our-district/non-discrimination-statement

27C-28W - SPECIAL CONDITIONS

(**Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. See paragraph 54 in General Conditions for details.)**

A. SCOPE:

Services to be provided include professional installation services for upgrading network cabling across ~32 school sites (MDF to IDF). The Contractor shall air-jet, fusion splice, test, and document Owner-supplied OS2 single-mode microfiber while retaining existing Closet Connector Housings (CCH) and replacing targeted multimode modules with 12-strand and 24-strand 250 µm splice cassettes.

Key Work Conditions & Pricing Terms
Flexible Schedules: Work may occur during days, nights, weekends, or holidays to accommodate school operations.

All-Inclusive Pricing: Rates must fully cover labor, supervision, machinery, transportation, tools, permitting, minimal fire-rating plugs, fees, warranties, and business overhead.

Demarcation: Contractor performs pathway prep, jetting, cassette swaps, fusion splicing, fire-stopping, and testing. District technicians manage active switch patching and port activation.

Sequence of Execution
Audit & Pathway Prep: Inspect CCH housings; conduct mandrel and pressure testing on micro duct runs between MDFs and IDFs. Coordinate off-hours work windows with site admins.

Microfiber Jetting: Pneumatically jet Owner-supplied OS2 microfiber through micro ducts. Maintain 30 ft service loops at MDFs and 15 ft in IDFs. Seal penetrations with fire-rating plugs.

Selective Cassette Retrofit: Unmount designated legacy multimode cassettes without disturbing active fibers. Install 12/24-strand cassettes and core-alignment fusion splice incoming microfibers to 250 µm pigtails.

Testing & Handoff: Complete Tier 1 (OLTS) bi-directional loss testing (1310/1550 nm) and Tier 2 (OTDR) trace analysis (.SOR files). Label updated CCH ports and turn over to District technicians.

B. DELIVERY:

Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.

C. BIDNET DIRECT:

1. **All offers must be submitted electronically to BidNet Direct at www.BidNetdirect.com/palmbeachschools Including all required documents listed in the solicitation. No other responses will be accepted, including hard copy or emailed responses.**
2. **BidNet Direct supports online document tracking and completion. All documents must be viewed/accepted before the bid packet can be viewed and an offer can be placed.**
3. **The District will only consider offers that have been uploaded and submitted through BidNet Direct PRIOR to the bid closing date and time. As with any**

document upload, larger documents and/or heavy user activity may result in longer upload times. Please allow sufficient time to complete your offer.

4. **Only Microsoft Windows supported document file extensions will be accepted.**

5. **IMPORTANT INFORMATION: For help filling out your offer, please visit:**

   https://communications.BidNet.com/electronic-bid-submission-user-guide
   Vendor Support Contact Information: support@BidNet.com or 800-835-4603, option 2 (Vendor Assistance).

   Customer Service Hours of Operation: 8 am – 8 pm (EST)

   All responses entered into BidNet Direct must be typed in. DO NOT cut and paste from any other program. Doing so may corrupt or invalidate your response and not allow you to respond.

   In order to complete this response process, you must first "Create Bid", complete the bid submission process, verify the information is correct then enter your Full Name and password and select "Submit Bid."

   After clicking "Submit Bid," a Bid Submission Confirmation window will be displayed. Select "Yes" to confirm. Once submitted, you will receive a confirmation page with the Bid Submission Date and a Confirmation Number. The Status of the Bid should display "Bid Submitted" in green. If you do not see this confirmation, your offer was not submitted successfully.

   If you do not receive confirmation that your offer has been received, please call BidNet Direct (Vendor Support) at 800-835-4603 and then Option 2 (Vendor Assistance).

In the event an addendum(s) to a solicitation is created, the addendum(s) will be distributed by BidNet Direct to all who are known by the Purchasing Department to have received a complete set of proposal documents.

Be advised that registering with BidNet Direct at www.BidNetdirect.com/palmbeachschools is a FREE service.

D. BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:

The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statues to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 10% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be downloaded, signed, notarized and uploaded with your bid response. The Proposer must submit all supporting documentation in the name of the Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

E. FLORIDA PREFERENCE:

Pursuant to §287.084 Florida Statute, award intentions shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business

outside the State of Florida. **All Proposers must complete and electronically submit the Proposer's Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms of this solicitation. Refer to http://www.leg.state.fl.us/Statutes/index.cfm for additional information regarding this Statute.

F. SBE PREFERENCE:

Award intentions shall make appropriate adjustments to pricing when considering solicitations from a District certified Small Business Enterprise (SBE) if the bid price does not exceed the lowest bidder's price by an amount greater than $50,000 or 5%, whichever is less. In instances where the certified SBE's price difference is greater than $50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the SBE are to be certified by the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation from the District SBE Certification Program shall void certification if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three-year period. **See Paragraph N, SBE GOAL, and Paragraph P, SMALL BUSINESS ENTERPRISE PARTICIPATION, for complete detail.** For District certification go to https://www.palmbeachschools.org/departments/small-business-development website and complete the SBE certification application.

G. AWARD:

Award & Definition of Lowest Bid: Contracts will be awarded to the responsive, responsible bidder offering the lowest E-Rate eligible cost, after applying applicable preferences, discounts, allowable credits, and other relevant pricing factors.

Group-Based Bidding: Items designated in groups will be awarded by group. Bidders must submit pricing for every item within the group on the Bid Summary document provided; failure to bid on any single item within the group will render the entire group bid non-responsive and subject to disqualification. If any single item fails to meet specifications, the entire group will be disqualified.

District Negotiation Rights: The Board, through its designee(s), reserves the right to negotiate proposals—including price and warranty—with all responsive and responsible bidders. If a mutually beneficial agreement cannot be reached with the lowest bidder, the District reserves the right to negotiate sequentially with the next lowest responsive and responsible bidder until an agreement is established.

Quantities & Price Firmness: Quantities set forth in this bid are estimated based on anticipated four-year usage and the District's four-year project plan. These quantities are not guaranteed. Bid prices must remain firm and unchanged for the duration of the contract, irrespective of actual purchase volumes.

Substitutions: Successful vendors must supply the exact items specified in their bid response. No substitutions are permitted without prior written approval from the Purchasing Department.

Default & Next Lowest Bidder: If the original awardee is unable to fulfill the contract, the Purchasing Department reserves the right to engage the next lowest responsive, responsible bidder, subject to preference rules. The alternate bidder's pricing must remain identical to their original bid and stay firm for the contract duration.

Mandatory Forms: To be considered for award, proposers must complete and return all required forms, including References, Company Financials, Organizational Profile,

Conflict of Interest Statement, and Complaint Notification.
Official Format Requirement: All documents must be completed using the official forms provided by the School District of Palm Beach County. Conversion of these official documents into alternative formats—including via generative AI form conversion applications—is strictly prohibited and may result in immediate rejection of the proposal.

Past Performance: The School District will review and consider past performance when evaluating bidder responsibility.

Project Timeline Compliance: Prior to award, the lowest bidder must provide a written statement confirming their agreement and capability to meet the District's project completion timeline (barring force majeure events). If the District has a reasonable belief that the lowest bidder cannot meet the required timeline, the award may be directed to another responsive bidder.

Post-Award Reassignment: If the awarded vendor fails to meet required project timelines post-award, the District reserves the right to remove all or part of the project and reassign it to another awarded vendor under this bid.

H. TERM OF CONTRACT:

The term of this contract shall be for four (4) years from the date of award. If needed, the Contract may be extended 120 days beyond the Contract expiration date or any subsequent renewal periods. The awardee(s) will be notified when the Board has acted upon the intent to award. All prices shall be firm for the entire length of the Contract and all subsequent renewal periods unless the conditions below are met, nothing prohibits the District from accepting lower pricing during the term of this contract.

I. REFERENCES:

Electronically Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide fiber cabling installation services. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you. Please do not include the School District of Palm Beach County as a reference.

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

J. QUALIFICATIONS:

Provide photocopies of the following (**valid and current)** licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.**

If you are a business located within Palm Beach County please provide:

1. Palm Beach County Local Business Tax Receipt, formerly Occupational License.

AND

2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.

AND

3. Copy of industry/skills certifications, licenses, and E-Rate statuses are required: Service Provider Identification Number (SPIN), FCC Registration Number (FRN)

and FCC Red Light Display System Status - See Special Condition EE. Contractor must have these at the time of submission. Application for such is not valid and will result in rejection of bid.

Per Florida Statutes 607.1501, A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State. For information on how to register to do business in the State of Florida go to: https://dos.myflorida.com/sunbiz/forms/

If you are an out of the county business please provide:

1. a current Business Tax Receipt within that county you are registered
   AND
2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.
   AND
3. Copy of industry/skills certifications, licenses, and E-Rate statuses are required: Service Provider Identification Number (SPIN), FCC Registration Number (FRN) and FCC Red Light Display System Status - See Special Condition EE. Contractor must have these at the time of submission. Application for such is not valid and will result in rejection of bid.

The bidder(s) must have adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before any intent to award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

K. PLACING AN OFFER:

The Board objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

All offers must be submitted electronically to BidNet Direct at BidNetdirect.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted. Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.** If necessary, an addendum will be distributed by BidNet Direct to all who are known by the Purchasing Department to have received a complete set of proposal documents.

L. BID QUESTIONS:

From the time this solicitation is posted until the time a Decision or Intended Decision is posted, potential Proposers and employees, representatives, partners, director, officers, or other individuals acting on behalf of the Proposer, shall be prohibited from lobbying any School District employee, Member of the School Board, Member of a School District Advisory Committee that may evaluate the awarded contract, or person selected to evaluate or recommend selection of the awarded Proposer. Violation of the Cone of Silence shall result in rejection/disqualification of the Proposer from award of a contract arising out of this solicitation. Further, in order to protect the integrity of the award process, all questions regarding this solicitation must be submitted via BidNet Direct no later than 5:00 p.m. EST, on Monday, December 7, 2026. Questions received via BidNet Direct by the time and date specified will be answered in writing and posted on BidNet Direct. Ryan Hook is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Ryan Hook nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

M. POSTING OF BID INTENT TO AWARD/ TABULATIONS:

Bid intent to award and tabulations will be posted electronically with BidNet Direct for review by interested parties, on Tuesday, January 8, 2027 , at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with intent to awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

N. SBE GOAL:

The Board strongly encourages the use of Small Business Enterprises for participation as partners: joint venture partners, subcontractors, sub-consultants and prime contractors, in the District's contracting opportunities. A listing of Certified Small Business Enterprises can be found on the District's Office of Small Business Development Office of Small Business Development web site at https://www.palmbeachschools.org/departments/small-business-development

O. SUB-CONTRACTING:

Contractors are encouraged to seek SBE business enterprises for participation in sub-contracting opportunities. If a contractor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the project/bid for approval by the School District. In addition, Contractor must provide the proposed subcontractor's proof of insurance as stated below with coverages as provided in the Special Conditions of this solicitation.

Before submission to the District for consideration, Contractor must confirm that proposed subcontractor's insurance company has the School Board of Palm Beach County, Florida NAMED AS AN ADDITIONAL INSURED. The Certificate of Insurance (COI) must state the

Bid Number and the name of the subcontractor in the Description of Operations Section in the COI. Contractor will provide the subcontractor's COI and any additional documentation to insurancecertificate@palmbeachschools.org.

By submitting a proposal or bid, the Contractor expressly understands, consents and agrees that it will not retain, hire or contract with any subcontractors prior to furnishing all requested subcontractor information, including insurance coverage, to the District and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid.

P. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION:

An SBE business must meet The School District of Palm Beach County's (SDPBC) eligibility standards incorporated in the definition of Small Business Enterprise (SBE) as defined by the Office of Small Business Development, which requires that the business be certified by SDPBC.

SDPBC defines a Small Business Enterprise (SBE) as having average annual gross sales that are less than fifty (50%) of the small business size standard as defined by the U.S. Small Business Administration (SBA) for a firm's relevant industry. The average number of full-time employees over the last three years that is less than fifty percent (50%) of small business size standard as defined by SBA for the business firm's relevant industry. See SBE guidelines at: www.sba.gov/federal-contracting/contracting-guide/size-standards.

The principal place of business of the SBE must be in Palm Beach County, Broward County, and /or Miami Dade County. The firm's headquarters must be located in Palm Beach County, Broward County, and/or Miami Dade County with either, a majority of the firm's gross revenues or sales derived there, or a majority of firm's employees domiciled in one of these counties.

An SBE business must have received less than fifteen million dollars ($15 million) in contract payments from the School District of Palm Beach County projects or contracts in the fiscal year preceding the bid.

An SBE business shall be independent (a free-standing business) and recognized as a separate entity for tax purposes. Businesses that share common ownership, space, employees, or other facilities, may be considered as a single business for this program without reference to tax status.

The business must have been established and operational for a period of at least one (1) full year prior to the certification application. The business's address must include street number, name of the street, suite number, if any, and correct zip code. A post office box is unacceptable without the physical street address.

Revenues or Sales Size Standards:

Procurement Program – Any firm that has had an average cumulative gross sales or revenues of greater than seven million dollars ($7 million) over the last three (3) years shall not be considered eligible to participate in the School District's SBE program for procurement.

SDPBC will accept SBE certification on a school district solicitation if the bidder can demonstrate that they meet the guidelines as outlined in the School District's Small Business Enterprise Program eligibility guidelines. Industry specific classification and income thresholds are consistent with and meets the standards of the Office of Small Business Development Procedures Manual as depicted in the chart below.

INDUSTRY	INCOME THRESHOLD
Construction	Not to exceed $13,000,000.
Professional Services	Not to exceed $6,000,000.
General Procurement	Not to exceed $7,000.000.

SBE Vendor Directory:
The Vendor Directory represents SBE vendors certified only by the School District of Palm Beach County. Vendors certified as an SBE with any entity or agency other than the School District of Palm Beach County will not be accepted. The District does not have **reciprocity** with any other certifying Agency/Entity**.** The District has an Inter-local Agreement (IA) with The City of West Palm Beach, Palm Beach County and Miami-Dade County Public Schools; however, SBE bidders must have met the certification eligibility criteria of the District's certification program at the time of documentation submittal in order to be deemed a District Certified SBE.

Goal: The Goal established for this industry classification is an SBE Bid Preference of 5% for the participation of Small Business Enterprises.

SBE Bid Preference:

Intent to awards shall make appropriate adjustments to pricing when considering solicitations from School District of Palm Beach County (SDPBC) certified Small Business Enterprises (SBE) if the bid price does not exceed the lowest bidder's price by an amount greater than $50,000 or 5%, whichever is less. In instances where the certified SBEs price difference is greater than $50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

Qualification requirements for SBE Bid Preference are, the bidder must be certified by the School District of Palm Beach County, at the time the bid is submitted. The District does not recognize any other certifications. **Bidders must submit their School District Certification Certificate with the bid.** For District certification go to https://www.palmbeachschools.org/departments/small-business-development development website and complete the SBE certification application. The Office of Small Business Development will review the certification database to ensure that all SBE's are certified at the time the bid is submitted.

Small Business Enterprise Participation:

Bidders who list SBE subcontractors as participants in their bids must complete and submit the Subcontractor Participation Letter of Intent, Form 1525 and Subcontractor Participation Summary, Form 1526. Form 1526 will be submitted with all requests for payment, and will be submitted as part of the response to the solicitation.
SBE Bid Preference is not the same as Small Business Enterprise Participation.
If SBE Bid Preference is indicated, then the Bid does not have an SBE Participation Goal and Forms 1525 and 1526 are not required.

The industry specific classification for this solicitation is: General Procurement.

B2GNow Compliance Reporting System

The SCHOOL BOARD maintains an electronic Contract Compliance System known as the B2GNow Compliance Reporting System. This Contract is subject to Compliance Tracking and Contractor shall use the B2GNow secure web-based system to submit Project Specific information including, but not limited to, monthly payments and progress reports on all Subconsultants and Subcontractors.

Contractor understands that all Subconsultants and/or Subcontractors are also required to utilize the B2GNow Reporting System to manage their contact information and Project Specific records, respond to any noted instructions and/or information requests. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of the requirement to submit all Contract Compliance related data electronically to the B2GNow Reporting System. Contractor further agrees and understands it is responsible for ensuring all Subconsultants and/or Subcontractors have uploaded all requested items via the B2GNow Reporting System.

Contractor understands its contact information and that of its Subconsultants and/or Subcontractor must remain accurate and up-to-date in the B2GNow Reporting System and agrees to timely notify SCHOOL BOARD of any changes to its contact information or that of a Subconsultant and/or Subcontractor. From time to time, the SCHOOL BOARD may require additional information from the Contractor and/or its Subconsultants/Subcontractors and Contractor agrees that it will provide such information, within five (5) business days via the B2GNow Reporting System. Contractor understands its obligations hereunder are continuing and shall survive the expiration or termination of the Contract.

Information concerning access of the B2GNow Reporting System will be provided to Contractor by the Office of Small Business Development. The B2GNow Reporting System is web-based and can be accessed at the following Internet address: https://www.palmbeachschools.org/departments/small-business-development. The Contractor shall contact the Office of Small Business Development to register for training and support for the B2GNow Reporting System. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of their obligation to contact the Office of Small Business Development to register for training and support for the B2GNow Reporting System. For information request and questions, contact the Office of Small Business Development (561-681-2403).

See paragraph O for additional details regarding subcontractors.

SELF-REPORTING SMALL BUSINESS/MINORITY STATUS

Self-reporting SBE/MWBE vendors do not qualify for SBE preference. Business must be a District certified SBE vendor to qualify for SBE preference as detailed in paragraph F. This information is for reporting purposes only.

This business is a self-reporting M/WBE owned and operated business enterprise (Minimum 51%) ____Yes ____No

This is a self-reporting small business enterprise ____Yes ____No

Q. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:
The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails,

instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining information and records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: https://go.boarddocs.com/fl/palmbeach/Board.nsf/Public#.

R. PUBLIC RECORDS LAW:

The Responder shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.

b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Responder does not transfer the records to the Board.

d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Responder or keep and maintain public records required by the Board to perform the service. If the Responder transfers all public records to the Board upon completion of the Agreement, the Responder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Responder keeps and maintains public records upon completion of the Agreement, the Responder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Responder to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event of a dispute regarding the enforcement of this provision where the Responder has unlawfully refused to comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

IF THE RESPONDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

Public Records Exemption:

1) For purposes of this paragraph, "competitive solicitation" means the process of

requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

S. INSURANCE REQUIREMENTS:

In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The bidder's insurance coverage shall be primary and noncontributory. Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance. The School Board shall be named as an additional insured.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Your insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED. No Purchase Order will be issued and work shall not commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier of these requirements.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

1. **WORKERS' COMPENSATION: WORKERS' COMPENSATION**:
   Bidder must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis.

   Required Endorsements:

   - Waiver of Subrogation – WC 0003 13 or its equivalent

2. **COMMERCIAL GENERAL LIABILITY:**
Bidder shall procure and maintain for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be $1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.
- Primary and noncontributory – CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

3. **BUSINESS AUTOMOBILE LIABILITY:**
Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be $500,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

5. **WAIVER OF SUBROGATION:**
The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Bidder's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder's operations for any school or ancillary owned by the School Board of Palm Beach County.

6. SECURITY OF CONFIDENTIAL PERSONAL INFORMATION:

In accordance with Section 501.171, F.S., (or section as amended) Awarded Vendor(s) shall take reasonable measures to protect and secure the School Board's records in any form. This data may include (personal, financial or student) information. Awarded Vendor(s) shall notify The School Board, or it's designee, as expeditiously as practicable, but no later than 30 days after the determination of the breach or reason to believe a breach has occurred. Awarded Vendor(s) shall work with The School Board, or it's designee, to satisfy the requirements of Section Fla. Statutes, Chapter 501.171 (or section as amended) as to required investigation and notice provisions. Further, Awarded Vendor(s) shall reimburse The School District for actual, reasonable costs incurred by The School District in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation within 30 days of receipt of documentation from The School District evidencing such actual, reasonable costs incurred.

8. CYBER LIABILITY INSURANCE:

Awarded Vendor(s) shall procure this coverage for covering network security and privacy liability; including the failure to allow access to the District's computer system by authorized users, the failure to prevent unauthorized access to District's computer system or the private or confidential information contained therein; the theft or loss of private or confidential information of others and the failure to prevent the transmission of a virus or malicious code to others should add coverage for notifications and credit checks. Vendor shall maintain limits of $5,000,000 per occurrence. Any lower coverage limit must be approved by Risk Management.

T. USE OF STUDENT INFORMATION

During the term of the contract if you will receive personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes you will need to complete the PBSD 2220 form and indicate under paragraph one (1) on the form what information you will be requesting.

If you will not be receiving any personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes, please mark N/A on the Vendor or Partner section of the form and return with the proposal.

U. E-VERIFY

A. Pursuant to Fla. Stat. §448.095, Contractor agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees during the term of this contract or solicitation

B. Pursuant to Fla. Stat. §448.095, if Contractor enters into a contract with a subcontractor(s) for the labor, supplies or services provided under this contract or solicitation, Contractor must require that the subcontractor(s) provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor understands that Contractor must maintain a copy of such affidavit for the duration of the contract or solicitation.

C. If School Board has a good faith belief that the Contractor has knowingly violated Fla. Stat. §448.09, School Board shall terminate the contract with the Contractor. The Contractor is liable for any additional costs incurred by the School Board as a result of a termination of this contract or solicitation pursuant to §448.095(2)(f) .

D. If School Board has a good faith belief that a subcontractor(s) has knowingly violated §448.095, but Contractor has otherwise complied with this subsection, School Board shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor(s).

V. TRADEMARKS, LOGOS, AND INTELLECTUAL PROPERTY AUTHORIZATION

A. No Unauthorized Use of Marks. Proposer agrees and understands that it will not use, publish, display, or reproduce the School District's name, logos, trademarks, service marks, or other intellectual property (collectively, "District Marks") in any of proposers's advertising materials, marketing collateral, promotional documents, website content, press releases, or social media posts without the express, prior written authorization of the School District's Office of Communication & Engagement.

B. Process for Approval. Any request to use District Marks must be submitted in writing to the Office of Communication & Engagement for review and approval. The School District reserves the right to approve, deny, or condition such use in its sole discretion. Any approved use must strictly adhere to Florida laws and rules and School District's Policies and guidelines. The Proposer understands that it must receive written approval from the Office of Communication & Engagement prior to the intended publication date. Any unauthorized use of District Marks may constitute a material breach of this Contract and may result in termination of the Contract, injunctive relief, and any other remedies available to the School District under applicable law.

W. REPRESENTATIONS AND WARRANTIES

A. CONTRACTOR represents and warrants that any materials licensed hereunder do not contain any virus, worm, Trojan Horse, tracking software or devices capable of identifying users or tracking use, or any undocumented software locks or drop-dead devices.

B. CONTRACTOR understands and agrees that the materials, including software, and curriculum delivered under this Contract must be compliant with criteria and standards in all applicable Florida Statutes and State Board of Education rules (SBER), including but not limited to: Florida Statutes Sections 1003.41, 1003.42, 1006.28, 1006.29, 1006.31, 1006.32, 1006.35, 1006.38, 1006.40. And SBER 6A-1.09401, 6A-1.09411, 6A.1.09412, 6A-1.094124, 6A-1.09414 and 6A-7.0710. CONTRACTOR hereby represents and warrants that the materials, including software, and curriculum delivered under this Contract will comply with criteria and standards in applicable Florida Statutes and SBER, as may be amended from time to time, during the performance of this Contract.

C. CONTRACTOR represents and warrants that all instructional and supplemental materials provided under the Agreement will comply with applicable Florida statutes, State Board of Education rules and regulations and Florida Department of Education guidance including, but not limited to, the following standards:

1. Free of pornography and material prohibited under s. 847.012, F.S. Merriam-Webster dictionary defines pornography as "the depiction of erotic behavior (as in pictures or writing) intended to cause sexual excitement."
2. Suited to student needs and their ability to comprehend the material presented.
3. Appropriate for the grade level and age group for which the materials are used and made available.
4. Aligns with state academic standards (for example Next Generation Sunshine State Standards as provided for in s. 1003.41 and include the instructional objectives contained within the curriculum frameworks for career and technical education and adult and adult general education adopted by rule of the State Board of Education under s. 1004.92.)
5. Not contain any matter reflecting unfairly upon persons because of their race, color, creed, national origin, ancestry, sex, religion, disability, socioeconomic status or occupation.

6. Accurately portray the ethnic, socioeconomic, cultural, religious, physical and racial diversity of our society.
7. Not contradict the principles enumerated under s.1003.42(3) These six principles are set forth below:

(a) No person is inherently racist, sexist, or oppressive, whether consciously or unconsciously, solely by virtue of his or her race or sex.
(b) No race is inherently superior to another race.
(c) No person should be discriminated against or receive adverse treatment solely or partly on the basis of race, color, national origin, religion, disability, or sex.
(d) Meritocracy or traits such as a hard work ethic are not racist but fundamental to the right to pursue happiness and be rewarded for industry.
(e) A person, by virtue of his or her race or sex, does not bear responsibility for actions committed in the past by other members of the same race or sex.
(f) A person should not be instructed that he or she must feel guilt, anguish, or other forms of psychological distress for actions, in which he or she played no part, committed in the past by other members of the same race or sex.

X. PAYMENT / PAYMENT TERMS:

Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at ryan.hook@palmbeachschools.org.

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to **apinvoice@palmbeachschools.org**.

Invoicing/Payments – PaymentWorks Platform:

The School District of Palm Beach County has established a partnership with PaymentWorks to provide enhanced fraud prevention and security to validate bank account ownership, secure check payment to ACH payments, while increasing the efficiency of onboarding awarded vendors electronically through a secure self-service portal. This self-service portal allows vendors to setup and manage bank and payment information. Awarded vendors registered with PaymentWorks may receive payments electronically, view your company invoices and payment status along with purchase order and payment history.

Automated validations of TIN, supplier addresses, banking, etc., ensure funds are directed to the correct Payee. The ACH payment method is the desired method for vendors to receive payment from the School District of Palm Beach County.
Registering and using the PaymentWorks platform allows the School District of Palm Beach County to be certain the information submitted by vendors is accurate and correct, it streamlines our internal approval processes, and, best of all, it protects both parties from common vendor fraud scams.

Electronic Invoice Submission Guidelines:

a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.

b. Each invoice must be its own file attachment. Multiple invoices in a single email are supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Accounts Payable at apinvoice@palmbeachschools.org or call them at (561) 434-8701.

Failure to timely submit invoices(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.
The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

Y. INCORRECT PRICING/INVOICES:

Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

Z. CHANGE ORDERS:

A Change Order is defined as any change in the scope of work, an adjustment in the contract sum and/or contract time. All written request with appropriate documentation for Change Orders which may be required after a contract or project has been awarded must be approved in accordance with this section and be appropriately documented by the Chief of Facilities or his designee. CONTRACTOR agrees that it must receive a change to the Purchase Order before commencing said work or incurring any costs, charges or expenses related to the Change Order. CONTRACTOR understands that any work, costs, charges or expenses incurred before the Change Order has been approved will not be paid by the SCHOOL BOARD. **CONTRACTOR knowingly and expressly waives any claims for reimbursement against the SCHOOL BOARD any work, costs, charges or expenses incurred before a Change Order has been approved by the SCHOOL BOARD.**

AA. DISTRICT PURCHASING CARD:

The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above-mentioned purchases. Each cardholder's authorization limit may not exceed $2,500 daily per vendor effective July 1, 2026 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under $2,500.

BB. CONFLICT OF INTEREST:

On vendors' own business letterhead, all vendors must disclose the name of any officer, director, or agent who is also an employee of the District. All vendors must disclose the name of any District employee who owns, directly or indirectly, any interest in the responder's business or any related entity. By submitting this documentation to the District, the vendor represents and warrants that the District employee does not have a prohibited conflict of interest as provided in Chapter 112, Florida Statutes and School Board Policy 3.02 Code of Ethics.

CC. CODE OF ETHICS:

Per District Policy 3.02, District Employees shall not accept gifts or gratuities in violation of the State Code of Ethics or which give the appearance that the gift improperly influenced a decision.

DD. ORGANIZATION PROFILE:

Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email, and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement, and a succinct history of the company. In addition, the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

1. **Definition of Proposer**

For the purpose of this Solicitation, "Bidder" or "Proposer" means the specific person or firm who submits a proposal or bid in direct response to this solicitation published by the School District of Palm Beach County.

2. **Legal Name Requirement**

All supporting documentation, including the cover page, organizational profile, resumes, financial statements, and all other forms and submissions to the School District, **must be submitted solely and exclusively in the legal name of the Proposer.** Submissions that incorporate branding, letterhead, or primary identity different from the Proposer may be deemed non-responsive and subject to rejection, except as expressly permitted herein.

3. **Use of Related Entities and Corporate Guarantee**

In the event that a Proposer intends to utilize a parent company, subsidiary, or affiliate entity in meeting the qualification requirements and/or in the provision of services under any resulting contract, the following requirements apply:

- **Corporate Structure Disclosure:** The Proposer is required to clearly define its complete corporate structure and relationship with any parent company, subsidiary, or affiliate entity.
- **Performance Guarantee:** The Proposer must include a formal, notarized corporate resolution from the parent company, subsidiary, or affiliate which explicitly states that the entity:
    - Guarantees full performance by the Proposer of all contractual obligations.

- Accepts **joint and several liability** for any and all contractual obligations, including, but not limited to, indemnification, warranty, and insurance provisions throughout the entire term of this Contract.

4. Notification of Change

The Proposer must notify the School District in writing within thirty (30) days of any change in ownership, merger, acquisition, or internal corporate restructuring that alters the relationship between the Proposer and its parent company, subsidiary, or affiliate, or that may affect the provision of services under this Contract.

EE. COMPANY FINANCIALS:

Vendors shall provide financial statements giving the District enough information to determine financial stability. Failure to do so may result in your response being rejected.

FINANCIAL STATEMENT REQUIREMENTS

The Proposer is required to submit three (3) years of audited financial statements.

- Financial statements must bear the Proposer's legal identity, branding, and letterhead. Statements incorporating a different identity may be deemed non-responsive.

Using Financial Statements from a Parent, Subsidiary, or Affiliate

In the event a Proposer intends to use the financial statements of a parent company, subsidiary, or affiliate to meet this qualification, the Proposer must submit all of the following:

1. **Consolidated Audited Financial Statements:** Three (3) years of consolidated audited financial statements from the parent company, subsidiary, or affiliate providing the financial support.
2. **Corporate Resolution/Guarantee:** A formal, notarized corporate resolution from the parent company, subsidiary, or affiliate that explicitly states its financial commitment to the School District and guarantees the Proposer's ability to perform under any resulting contract.

Proposer's Financial Summary: The Proposer's most recently available internal or un-audited financial summary.

FF. WARRANTY:

The awarded vendor(s) shall guarantee the entire installed system (component parts included) to be free of defects in workmanship and materials for a period of at least one year from the date installation is accepted. Awarded vendor(s) shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty period.

GG. E-RATE:

E-Rate Funding: The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced-price meals. The School District of Palm Beach County may qualify for a discount of up to 85%. Throughout the term of this bid, some schools may exhaust some or all of their E-Rate funding and therefore will receive partial or no E-Rate funding. In these cases, the School District of Palm Beach County will be responsible for the balance at these locations.

As part of this E-Rate bid, the School District of Palm Beach County will issue purchase

order(s) for their responsible portion of each project. Awarded vendor agrees to bill USAC directly for the remaining portion of each project Purchase Order that is not the responsibility of the School District.

Pricing of all products must be inclusive of maintenance/warranty. Warranty of these products shall be one year or manufacturer's warranty, whichever is greater.

All invoicing must comply with Special Condition T and E-Rate Supplemental Terms and Condition Form.

Bidders must include a completed E-Rate Supplemental Terms and Conditions Form and evidence of Green Light Status.

HH. CONTRACTOR'S RESPONSIBILITY:

Contractor will furnish, at their expense, all labor, materials, tools, transportation, technical expertise, supervision, licensing, and permits, parts, and equipment necessary for installation of fiber and fiber related products in compliance with local, state, and Department of Education's Chapter 6A-2, State Requirements for Educational Facilities (SREF)-1999, Florida Administrative Code (FAC) and E-rate regulations.

The Contractor acknowledges that time is of the essence to complete the work as specified in each and every release. The Contractor agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified in each and every Work Order.

If the Contractor neglects, fails, or refuses to complete the work within the time specified in each and every Work Request and/or Estimate or as properly extended by the School District of Palm Beach County, then the Contractor does hereby agree, as part consideration for awarding of the Agreement, to pay to the School District of Palm Beach County the sum of $250.00 for each and every calendar day that the Contractor shall delay after the time stipulated in each and every purchase order for completing the work, not as a penalty but as liquidated damages for breach of Contract as set forth herein.

The Contractor shall conform to all Federal, State, County, and SDPBC standards and regulations during the performance of the Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the contract.

The vendor shall leave work site in a neat and orderly fashion at the end of each work day. All rubbish, scrap, etc., shall be transported from the premises and shall NOT be deposited in School District dumpsters.

Vendors shall provide due care at all times while performing any task at any 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 vendor shall at all times enforce strict discipline and good order among their employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to them. All persons working on District property, whether part of contractor's staff or sub-contractor for the project, shall comply with the Jessica Lunsford Act as listed in the Instructions To Bidders, Item 11.

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

Vendor shall be responsible for correction/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 vendor's operations.

Vendors shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any school site. The district assumes no responsibility for acts of theft or vandalism which may occur while vendor’s equipment is located on any School District site.

Vendors shall not inhibit access to school centers during pursuit of work specified herein.

Vendor or a representative, daily while on campus, shall sign in at the school center's main office prior to commencing any work and shall sign out at school's office prior to leaving campus unless prior written exception has been obtained.

Vendors will remedy any and all damage to property by acts of omission, or vandalism which occur as a result of their work.

The vendor shall not proceed with any project until a written purchase order has been received.

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

The vendor shall not be relieved of obligations to perform the work in accordance with the contract documents either by activities or duties of the District or of the contract or by test inspections or approvals required or performed by persons other than the vendor.

The vendor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed with a shirt identifying the company for whom they work) at all times, and their compliance with School Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus.

Vendor 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.

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

The vendor shall have an English-speaking, licensed supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the vendor's behalf.

The vendor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the

vendor as may be provided by the District before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the District at once.

Schools have a book located in the main office identifying areas that contain asbestos. Should any contractor/employee in the performance of this contract encounter materials that they suspect are embedded with asbestos, they should:

1. Stop all work at the site and do not disturb the area of suspicion.
2. Call the appropriate trade supervisor and advise them of the discovery
3. Leave the site until the materials can be analyzed.

II. **BALANCE OF LINE**: The "balance of line" shall include products and services that are not requested in this. Invitation to Bid, but are within the scope of products and services available from the awardee(s). The School District reserves the right to add these products and services to the awarded items. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by the bid awarded vendor as they occur.

JJ. **DELAYS AND EXTENSIONS OF TIME:** If the contractor is delayed at any time in the progress of the work for any cause or reason which is beyond their control, contract time may be extended by mutual agreement between the contractor and the School District (Purchasing Department).

KK. **AREA REPRESENTATIVE:** Bidder should indicate on the attached Area Representative Document the name, address, phone number and email address, if available, of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems.

JJ. IRON OR STEEL INCORPORATED IN DISTRICT PROJECTS: CONTRACTOR agrees and understands that any iron or steel permanently incorporated in the Project must be produced in the United States as required by Section 255.0993, Fla. Stat.
In the event that CONTRACTOR desires to use any product made primarily of iron or steel in the Project which is **not** produced in the United States, CONTRACTOR must notify the SCHOOL BOARD prior to the purchase so that the SCHOOL BOARD can ascertain whether said deviation is permissible under Section 255.0993(2)(b), Fla. Stat.

KK. SCHOOL SAFETY REQUESTS: Effective August 1, 2024, Florida law requires the School District to establish additional school safety requirements. Pursuant to Florida Statute 1006.07(6)(f), all doors, gates and access points that restrict ingress to or egress from a school campus must remain closed and locked, while students are on campus, unless a person is actively entering or exiting the door, gate or access point.

As a District partner, contractor, vendor and/or visitor, we need your cooperation and assistance in keeping our students, staff and campuses safe. **Please make sure that when you are on campus, whether working, servicing or providing supplies to our schools, that you close and lock the doors, gates and access points behind you. Doors and gates cannot be propped open for any reason while students are on campus. This requirement applies to before and after school as well as during normal school hours.**

Your employees, agents, subcontractors and suppliers must be aware of this new legal requirement and enforce its compliance. As a District partner we rely on you to be mindful and compliant with Florida law.

LL. DISCONTINUED PRODUCTS: If, during the contract period, products are discontinued, the successful bidder of such items will send the School District Purchasing Department written notification of those items along with the replacement product information and pricing. A reasonable price must be submitted for the replacement product. In the event that a replacement item's price is determined to be unreasonably high, the requested item may not be considered for addition to the contract.

MM. QUANTITIES: Quantities set forth in this Invitation to Bid are estimates based on anticipated usage. They are subject to change (increase/decrease) in order to meet the needs of the School District of Palm Beach County. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

BID PREPARATION CHECKLIST:

The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submission of their response. Items checked "required" must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Area Representative	N/A
	Yes	Required Response Form	N/A
	Yes	Bid Summary Document	Paragraph G
	Yes	Certificates/License	Paragraph J
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Proposer's Statement of Principal Place of Business	Paragraph E
	Yes	Debarment Certification	See General Conditions Paragraph 19
	Yes	Reference Document	Paragraph I
	Yes (if applicable)	Form 1525, Letter of Intent – SBE Subcontractor Participation	Paragraph P
	Yes (if applicable)	Form 1526, SBE Subcontractor Participation Summary	Paragraph P
	Yes	Form 0580, Drug-Free Workplace Certification	Paragraph
	Yes	Organizational Profile	Paragraph DD
	Yes	Company Financials	Paragraph EE
	Yes	Conflict of Interest/Non-Conflict of Interest Statement	Paragraph BB
	Yes	E-Verify Form	Paragraph U
	Yes	Complaint Notification/Bid General Conditions	See General Conditions Paragraph 26
	Yes	Bidders' Certification for Byrd Anti-Lobbying	N/A
	Yes	Form 2220	Paragraph T
	Yes	E-Rate Supplemental Terms and Conditions Form	Paragraph EE/J
	Yes	Evidence of Green Light Status	Paragraph EE/J

***Reminder* The Proposer must submit all supporting documentation in the name of Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

SPECIFICATIONS

Specifications pertinent to this bid, are to be contained in a separate document titled "Specifications".

27C-28W – SPECIFICATIONS

Background: The District currently utilizes modern Corning fiber infrastructure within its network framework. As bandwidth and connectivity demands have increased, it is necessary for the District to upgrade to the latest fiber products that will support higher data rates, greater capacity, and future scalability while remaining completely compatible with existing passive optical infrastructure. This solicitation is to supplement the existing Corning fiber network with future-oriented technology that is compatible, interchangeable, and interoperable with current industry standards. The enterprise solution must be proven and capable of centralized monitoring, streamlined administration, and efficient infrastructure management. Additionally, it must demonstrate ease of network expansion, robust signal integrity, effective capacity planning, and the ability to handle increased data throughput to meet growing student and testing demands. All cabling and component bids must meet the size and specification requirements listed in the Bid Summary documents.

Services to be provided under this contract include, but are not limited to: the installation, microfiber plenum, field testing and connection 24 and 12 strand microfiber, 24 and 12 strand pre-pigtailed cassettes, closet connector housing, wall mount fiber enclosure, fusion splicing, field testing related to the District's Microfiber Upgrade Plan. The installations may take place at various times of the day including nights and weekends, based on class schedules and building availability. The cost of installations offered on the bid summary shall be totally inclusive of but not limited to labor, supervision, machinery, transportation, permitting, minimal fire rating plugs, fees, warranties, tools and related cost of the business.

1) Installation of microfiber
    a. The **estimated** linear feet of fiber to be installed is 683,550 feet which includes MDF to IDF runs.
    b. This includes 12 and 24 strand microfibers.

2) Fusion splicing
    a. The **estimated** number of fusion splices are (1488) 24 strand cassettes and (372) 12 strand cassettes.
    b. (24 and 12) strand cassettes to be fusion spliced with microfibers.

3) Installation of Closet Connector housing and wall mount fiber enclosure, and make connections
    a. The **estimated** quantity of Closet Connector housing is 600 while the wall mount fiber enclosure is 200 which includes MDF and IDF.

4) General Information
    a. All testing shall meet industry standards for the completion of installing and

turning up the microfiber.

b. Awarded bidder will be responsible for pulling the permits for each site with our Building Code Services Department if a new conduit is installed, or if there is the need to do a wall penetration.
c. Most cables are routed through conduit; however, a rare occasion may occur where plug of a fire rated wall may be required and should be included as part of the pricing.

Quantities set forth in this bid are estimates and based on anticipated usage over the next four-to-five-year period. They are subject to the Districts project plan, subject to change, and not guaranteed. Bidder agrees that the price(s) offered shall be maintained irrespective of the actual quantity purchased.

The anticipated plan, subject to change, is as follows:
Year 1: Alternative Schools (7)
Year 1,2, and 3: High Schools (24)

GENERAL CONDITIONS FOR BIDS

The General Conditions for Bids, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").

2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.

3. **BIDS:** Bids will be received electronically through a secure site at Bidnet.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches Bidnet Direct on or before the closing date and hour as indicated in this bid document.

4. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

5. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.

6. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.

7. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

   A. The School Board reserves the right to terminate this Contract for convenience, at any time and for no reason, upon giving thirty (30) days prior written notice to Bidder. If the Contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under the Contract. The School Board will only be required to pay to the Bidder that amount of the Contract actually satisfactorily performed to the date of termination. The Bidder shall not be entitled under any theory to payment for work not actually performed or lost profits.

B. If the Bidder materially breaches its obligations under this Contract, the Superintendent will provide written notice of the deficiency by forwarding a notice citing the specific nature of the material breach. The Bidder shall have thirty (30) days to cure the breach. If the Bidder fails to cure the breach within the thirty (30) day period, the Superintendent shall issue a Notice of Termination for Default. Once the Superintendent has notified the Bidder that it has materially breached its Contract with the School Board, the Superintendent shall recommend to the School Board that it terminates the Contract for Cause. Notwithstanding the foregoing, the School Board reserves the right to terminate this Contract immediately with cause if necessary to protect the health, safety, and/or welfare of the School District's students or employees. The School Board shall review and consider the Superintendent's recommendation and determine whether the Bidder should be suspended from doing future work with the School Board, and if so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Bidder should be debarred, and if so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Bidder should be debarred, and if so, for what period of time. Should the School Board terminate for default in accordance with this provision, the School Board shall be entitled to recover reprocurement costs in addition to all other remedies under law and/or equity. For purposes of this Section, a "material breach" shall be defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract.

The Bidder shall have the option to terminate the Contract upon written notice to the Director of Purchasing. Such notice must be received at least sixty (60) days prior to the effective date of termination. Early termination of the Contract by the Bidder may result in removal from bidders/responder list and may result in Bidder being debarred. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein".

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C306
West Palm Beach, FL 33406

To Contractor:

8. **BIDDERS' RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

The Board objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.
:

9. **Trademarks, Logos, and Intellectual Property Authorization:**
No Unauthorized Use of Marks Proposer agrees and understands that it will not use, publish, display, or reproduce the School District's name, logos, trademarks, service marks, or other intellectual property (collectively, "District Marks") in any of proposers' advertising materials, marketing collateral, promotional documents, website content, press releases, or social media posts without the express, prior written authorization of the School District's Office of Communication & Engagement.

Process for Approval: Any request to use District Marks must be submitted in writing to the Office of Communication & Engagement for review and approval. The School District reserves the right to approve, deny, or condition such use in its sole discretion. Any approved use must strictly adhere to Florida laws and rules and School District's Policies and guidelines. The Proposer understands that it must receive written approval from the Office of Communication & Engagement prior to the intended publication date. Any unauthorized use of District Marks may constitute a material breach of this Contract and may result in termination of the Contract, injunctive relief, and any other remedies available to the School District under applicable law.

10. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.
As required by 1010.04(5), Fla. Stat., please be advised that the School District will not:

    1. Request documentation of or consider a bidder's social, political, or ideological interests when evaluating its proposal.
    2. Give preference to a bidder based on the bidder's social, political, or ideological interests

11. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by Fieldprint, Inc., at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

12. **DISQUALIFYING CRIMES:** The bidder certifies by submission of this bid that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, the bidder certifies that it will divulge information regarding any of these actions or proposed actions with other governmental agencies. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not provide any goods or services or transact business with The School District of Palm Beach County, Florida for a period of 36 months from the date of being placed on the convicted vendor list.

13. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.

14. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at Bidnet.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

    Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

    Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

15. **GOVERNING LAW AND VENUE:** The Contract Documents shall be construed in accordance with the laws of the State of Florida, without regard to conflict of laws provisions. If any litigation shall result from the Contract Documents, the parties shall submit to the jurisdiction of the State Courts of the 15th Judicial Court and exclusive venue shall lie in Palm Beach County, Florida. BY ENTERING INTO THIS AGREEMENT, VENDOR AND SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

16. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.

17. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.

18. **TERMINATION:** This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause for reasons including, but not limited to, Vendor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created to Section 215.473, Florida Statutes, or if the Vendor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

    This Agreement may also be terminated for convenience by the School District of Palm Beach County, Florida

    In the event this Agreement is terminated for convenience, Vendor shall be paid for any goods or services properly performed under the Agreement through the termination date specified in the written notice of termination. Vendor acknowledges and agrees that it has received good, valuable and sufficient consideration from The School Board of Palm Beach County, Florida, the receipt and adequacy of which are, hereby acknowledged by Vendor, for The School Board of Palm Beach County, Florida's right to terminate this agreement for convenience.

19. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

    The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

20. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

21. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

    "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

    No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

22. **PRODUCT RECALL**: In the event the awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

23. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any 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(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

24. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for

the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

25. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

26. **ANTI-DISCRIMINATION:** The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. 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. The Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities. The Bidder understands and agrees that violation of this clause may be considered a material breach of the contract and may result in contract determination, debarment, or other sanctions.

27. **COMPLAINT NOTIFICATIONS:** A list all complaints, administrative & legal, in the last ten (10) years which allege discrimination on the basis of:

a. Race;
b. Gender;
c. gender identity or expression;
d. religion;
e. national origin;
f. ethnicity;
g. sexual orientation;
h. age; or
i. disability

alleged by:

1. An independent contractor;
2. A subcontractor;
3. A vendor;
4. A supplier; or
5. A commercial customer;

If any complaints have been filed against your firm as stated above, your firm **MUST** provide the following information:

j. If any complaint(s) is pending, the firm **must** provide a statement/description of the pending complaint **AND** the firm's response to the complaint;

k. If any complaint(s) are resolved, the firm **must** provide a statement/description of the complaint **AND** the terms of the resolution of the complaint **AND** any remedial action taken by the firm as a result.

l. **INDIVIDUAL NAMES, IDENTITIES, CASE INFORMATION OR CONFIDENTIAL INFORMATION IS NOT REQUESTED.**

m. Broad, vague or ambiguous statements by your firm which do not provide the information requested will be deemed non-responsive by the Director of Purchasing.

The School District will consider a Bidder's complaint history information in its review and determination of responsibility. The failure of a Bidder to comply with the requirements in this Section will result in Bidder being deemed non-responsive by the Director of Purchasing. If no complaints have been filed within 10 years, please so state on Company Letterhead and upload with your response as proof.

28. **CONTRACT DISCLOSURE:** Upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144 - Commercial Nondiscrimination, awarded bidder agrees to provide any and all materials and documents requested by the District and to fully cooperate in any investigation conducted by the District pursuant to Policy 6.144. Bidder further understands and agrees that violation of this clause may be considered a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

29. **INDEMNIFICATION AND HOLD HARMLESS**: Bidder shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged negligent act or omission of the vendor, Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or

B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or

C. liens, claims or actions made by the vendor or any subcontractor or other party performing the work; or

D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor of any

subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

30. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

31. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.

32. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:
   (1) The potential for fire, explosion, corrosively and reactivity;
   (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
   (3) The primary routes of entry and symptoms of overexposure.

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

33. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

34. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations as well as School Board policies that in any manner affect the items covered by this Purchase Order herein apply and must be adhered to by the vendor. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

In addition, if applicable, vendor compliance is required for the following: 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, as amended.

35. **FEMA SPECIAL CONDITIONS:** Funding for this Agreement and the individual POs may be provided in whole or in part by one or more U.S. Government funding agencies. CONTRACTOR may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or other emergency situation. During the performance of this Contract, CONTRACTOR accepts these Special Conditions required by the Federal Emergency Management Agency (FEMA).

A. Compliance with the Davis-Bacon Act (if applicable)

1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. CONTRACTOR shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. CONTRACTORS are 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.

3. Additionally, CONTRACTORS are required to pay wages not less than once a week.

B. Compliance with the Copeland "Anti-Kickback" Act (if applicable)

1. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractor s to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.

C. Compliance with the Contract Work Hours and Safety Standards Act (if applicable)

1. *Overtime requirements.* No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b) (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

3. *Withholding for unpaid wages and liquidated damages.* CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of

such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Compliance with the Clean Air Act (if applicable)

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. CONTRACTOR agrees to report each violation to SCHOOL BOARD and understands and agrees that SCHOOL BOARD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Compliance with the Federal Water Pollution Control Act (if applicable)

1. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. CONTRACTOR agrees to report each violation and understands and agrees that CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

F. Suspension and Debarment (if applicable)

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONTRACTOR is required to verify that none of CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R.pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Recovered Materials (if applicable)

In the performance of this contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. at a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site.

CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

H. Access to Records (if applicable)

1. CONTRACTOR agrees to provide THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA and CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

J. DHS Seal, Logo & Flags

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

K. Compliance with FEMA Policies, Procedures and Directives (if applicable)
CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

L. No Obligation by Federal Government
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

M. Compliance with the False Claims Act (31 U.S.C. §§ 3729-3733)
CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this contract.

N. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) (if applicable)
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 who in turn will forward the certification(s) to the awarding agency.

36. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

37. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

38. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

39. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal

working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

40. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

41. **SAMPLES, DEMONSTRATIONS AND TESTING:**

A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.

B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.

C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

42. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.

43. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars ($10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

44. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

45. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be

returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

46. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

47. **ORDERING PROCEDURE:** Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

48. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at Bidnet.com on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

49. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than $500.00 nor more than $5,000.00. Bond shall be conditioned upon the payment of all costs that 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, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

50. **TIE BID:** According to FS 287.087, in the event of a tie, preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more responses are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place program, preference shall be awarded to the vendor who is certified as an SBE certified vendor with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the tie will be resolved by a coin toss. The vendor whose company's name comes first in the alphabet will be assigned "heads" and the second vendor will be assigned "tails". The coin will be tossed a minimum of three times. The vendor whose side of the coin selected wins

two out of three times will be the named as the first ranked proposer and recommended for award. In the event of a 3-way (or more) tie, the vendor's company name will be chosen in a drawing.

51. **INTERPRETATIONS:** Neither Bidnet Direct nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.

52. **SPECIAL CONDITIONS:** To the extent that any conflict exists between the provisions of the General Conditions, the Special Conditions, and bidder's proposal, the order of precedence to resolve a conflict shall apply: 1) the Special Conditions, 2) the General Conditions, and all exhibits thereto, including any addenda, 3) Contractor's response to the ITB, including any appendix and exhibits.

53. **DISPUTE RESOLUTION:** As a condition precedent to a party bringing any suit for breach of contract related to this bid, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The existence of a dispute shall not excuse the parties from performance pursuant to this bid. This remedy is supplemental to any other remedies available at law.

54. **WAIVER PROVISION:** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this bid and, therefore, is a material term hereof. Any party's failure to enforce any provision of this bid shall not be deemed a waiver of such provision or modification of this bid. A waiver of any breach of a provision of this bid shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this bid.

55. **Trade Secrets: Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.**

By submitting its bid, Bidder understands and waives any claim of confidentiality, including trade secrets, to its pricing and/or cost of service related submittals.

Any Bidder that intends to assert that certain materials are exempt from public disclosure under Chapter 119, Florida Statutes must submit the documents in a separate bound document or file labeled "Name of Firm, Attachment to Proposal Package. Bid# - Confidential Matter." In addition, the firm must identify the specific statute that authorizes the exemption from Chapter 119, Florida Statutes. CD or DVDs included in a submittal must also comply with this requirement and the firm must separate any CD or DVDs claimed to be confidential.

Any claim of confidentiality on materials that the Proposer asserts to be exempt and placed elsewhere in the submittal will be considered waived by the Proposer upon submission, upon opening.

The School District will provide Proposer with prompt notice by phone and/or email of any request for public records in which that Proposer has claimed an exemption information being a Trade Secret so that the Proposer may see, at its sole expense, an appropriate protective order from a court of competent jurisdiction. In the event the Proposer elects not to seek an appropriate protective order or is unable to obtain such an order within no

later than ten (10) business days following receipt of notice, the Proposer agrees and consents that the School District shall be permitted to respond to the public records request with the response not being deemed a breach by the School Board of its obligations under the Agreement or the Florida Statutes governing Trade Secret exemptions. The Proposer would then be waiving any rights relating to Trade Secrets under Florida Law. Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgements, attorneys' fees or cost incurred by School Board as a result of the School District's providing the records in response to the public records request or withholding them based on Proposer's assertion of the Trade Secret exemption.

The indemnification provisions survive the School Board's award of the contract and remain as long as the trade secret data is in the possession of the School Board.