School District of Palm Beach County FL

Solicitation No. 27C-22J
Local Area Network (LAN) Equipment – E-Rate

RESPONSES ARE DUE PRIOR TO:

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-22J - 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:

The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for **Local Area Network (LAN) Equipment – E-Rate**, as specified herein.

Background: This solicitation is to supplement the existing Extreme products the District has within its network with future-oriented technology that will be compatible, interchangeable, and interoperable with the existing standard. The District has a solid network design that uses MDF and IDF rooms with defined racking systems in all facilities. The rack space in the MDFs and IDFs is severely restricted. The District will continue to use the present MDF and IDF racking system without expansion for this LAN equipment project. All equipment must meet the size requirements listed in the Bid Summary Documents.

Currently, the infrastructure supports 25 Gb throughout the campus and 10 Gb in portables.

The District is considering maintaining the current infrastructure of two 25Gb core/router switches at each location and 25Gb dual-power supply switches at selected IDFs, as well as Fabric-compatible switches in all portables. The MDF, IDF, and portable switches must be Fabric capable. All switches must be compatible with ExtremeControl (Network Access Control). All installation work will be performed by the District technicians.

1. Requirements:

a. All submissions must provide documentation and other evidence that their proposed equipment is compatible, interchangeable, and interoperable with the current District LAN standard.

b. The District is conducting a 100% hardware refresh of its existing Extreme Networks 5320 Series and VSP 7520 Series switches. In addition, Extreme Networks 5420 Series and 5520 Series switches will be purchased on an as-needed basis only in the event that new schools are constructed within the next four (4) years, with no guaranteed minimum purchase quantity. Because this equipment must integrate seamlessly into the District's existing Extreme Networks core infrastructure, centralized management platform, and standardized network architecture, Extreme Networks (or equivalent) is listed as the preferred manufacturer on the vendor response form. Utilizing the preferred manufacturer is necessary to maintain network uniformity, prevent operational disruption, and avoid substantial retraining, re-engineering, and dual-management overhead. In accordance with E-Rate competitive bidding requirements, the District will accept and evaluate proposals featuring alternative equipment that is functionally equivalent and 100% compatible with the existing Extreme Networks environment without requiring changes to existing core configurations or management workflows. Functional equivalence and full interoperability must be demonstrated through detailed technical documentation included with the vendor's response. Proposers may also be required to provide proposed alternative equipment for testing within three (3) business days of request to allow District personnel to verify compatibility. The District reserves the right to determine the

acceptability of proposed equivalent products based on the objective technical, interoperability, and compatibility requirements stated in this solicitation.

c. Quantities set forth in this bid are based on anticipated usage over the next four-year period and are subject to the four-year project plan for the District. These quantities are not guaranteed, however. The bidder agrees that the price(s) offered shall be maintained, irrespective of the quantity actually purchased.

2. Warranty & Maintenance:

a. Any product that does not include a limited lifetime warranty must have a maintenance plan. Please provide a copy of the maintenance plan with your proposal.

b. Maintenance costs must be built into the cost of the product and must not be listed as a separate line item, pursuant to E-Rate guidelines.

c. Maintenance is not to exceed five (5) years from purchase, pursuant to E-Rate guidelines.

3. **E-RATE FUNDING AND INVOICING PROCEDURES**: 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 connections 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 the discount is based on the numbers of students receiving free and reduced price meals. Respondents must include a completed E-Rate Supplemental Terms and Conditions Form and evidence of Green Light status with response.

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 documents 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:

Contract will be awarded based on E-Rate eligible cost to the lowest responsive responsible bidder after adjustments have been made for all preferences that may be applicable offering the lowest total cost for Group A. It is necessary for the bidder to bid on every item in the group in order to be considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications, the entire group will be disqualified.

Quantities set forth in this bid are based on anticipated usage over the next four-year period and are subject to the four-year project plan for the District. These quantities are not guaranteed however. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

Before awarding a project/contract to a bidder, The Board, through its designee(s) reserves the right to require a bidder to submit additional documentation of its qualifications to perform the work, ability to complete the project within the time period stated in the awarded bid, financial fitness, litigation history or any other information the Board deems necessary for evaluating the contractor's proposal. By submitting a proposal, the bidder expressly understands, consents and agrees to the inquiries stated herein.

In order to be considered for award Proposer must complete and return all required forms including all required References, Company Financials, Organizational Profile, Conflict Interest Statement and Complaint Notification as stated herein.
All vendors must complete and submit the official forms provided by the School District of Palm Beach County. Conversion of these official documents into alternative formats, including through the use of generative Artificial Intelligence (AI) form conversion applications, is prohibited. Failure to adhere to the required official form format may result in the rejection of the bid/proposal.

When evaluating proposals to determine a bidder's responsibility for this project, the School District will review and consider the bidder's past performance on projects. Prior to awarding the project to a responsible bidder offering the lowest cost and meeting all requirements of the bid, the bidder must provide a written statement confirming that barring force majeure events, they understand and agree to meet the District's timeline for completion of the project. Prior to award, the District reserves its right to award the project to another bidder if District staff have a reasonable belief that the timeline cannot be met by the bidder proposing the lowest cost. After award, if the District determines that the awarded vendor for a specific project cannot meet the required timeline, the awarded

vendor agrees and understands that District has the right to remove all or a part of the awarded project and reassign it to another bidder awarded on the referenced Bid.

Lowest bid is defined as the calculation of the lowest total cost taking into consideration any additional discounts, allowable credits and/or any other relevant factors affecting the lowest total cost of a contract offered by a bidder. The Board, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs of the District. If a mutually beneficial agreement with the bidder offering the lowest cost and who is deemed responsible and responsive cannot be resolved, The Board, through its designee(s), reserves the right to enter into negotiations with the next bidder offering the lowest cost and who is deemed responsible and responsive until an agreement is reached to meet the needs of the District. Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department. Vendor must supply the item that was specified according to their bid response unless instructed otherwise by the Purchasing Department.

H. TERM OF CONTRACT:

The term of this contract shall be for four years from the date of award and may, by mutual agreement between the School District and the awardee(s), be renewable for one (1) one-year period. If considering renewing the Contract, the Board, through the Purchasing Department, will provide a letter of intent to renew the Contract to the awardee(s) 120 days prior to the end of the initial term of the Contract period or any subsequent renewal term. 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 Local Area Network (LAN) Equipment. 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

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 FF. 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 an 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 December 7, 2026). Questions received via Bidnet Direct by the time and date specified will be answered in writing and posted on Bidnet Direct. Justin Jaksa 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 Justin Jaksa 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 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 award 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 listings 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: 915-77, 915-79, 906-84, 958-89

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.

4. 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.

5. 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.

6. 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. 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.

W. 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

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 is 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.

X. 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.

Y. 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 requests 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.**

Z. 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.

AA. 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 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.

BB. 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.

CC. 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.

DD. 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.

EE. 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 bid awarded vendor as they occur.

FF. 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.

GG. 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 submittal 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 (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	N/A
	Yes	Organizational Profile	Paragraph CC
	Yes	Company Financials	Paragraph DD
	Yes	Conflict of Interest/Non Conflict of Interest Statement	Paragraph AA
	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	J, FF
	Yes	Evidence of Green Light Status	J, FF