SUBMIT PROPOSALS TO:
SCHOOL BOARD OF HIGHLANDS COUNTY
ATTN: ANJELICA RAMOS TINAJERO / BUSINESS OPERATIONS
426 SCHOOL STREET
SEBRING, FL 33870
RFBP#SBHC 2627-06

The School Board of Highlands County

Request for Bid Proposals (RFBP)
#SBHC2627-06

Vertiv Liebert UPS

Purpose Statement

The School Board of Highlands County is seeking bid proposals from qualified contactors who will be able to furnish New Vertiv Liebert Lithium-Ion Uninterruptible Power Supply (UPS) or equivalent with at least 5 year warranty and less than 12" depth.

Direct any questions concerning this bid to:

Harry Howes: Phone: (863) 471-5685; Fax: (863) 471-5624;

Email: howesh@highlands.k12.fl.us

General Conditions

1. **Sealed, written,** and **manually** signed bid proposals will be opened by the School Board of Highlands County herein referred to as the **SBHC**, in the large conference room in the Administration Building located at 426 School Street, Sebring, FL on or before **2:00 PM ET, January 13, 2027.** Neither dating of the bid proposal form nor placing the proposal in the mail by the specified date will meet the requirements. Bid proposals must be received in the **SBHC Office of the Assistant Superintendent for Business/Operations** on or before the date and time specified. Bid proposals not received timely will not be opened and therefore will not be considered for award. **However, sealed bids received by common carrier noting guarantee delivery by the time specified in the RFP will be considered.**

2. The SBHC reserves the right to reject any and all bid proposals or any part of any and all bid proposals and to waive minor irregularities or mistakes or to contract as deemed in the best interest of the School Board of Highlands County, Fl.

3. To be considered responsive all bid proposals must contain a manual signature of the contractor(s) or an authorized representative of the contractor submitting the proposal. A bid proposal form is provided as part of the RFBP documents. The typewritten or printed-in-ink name of the signer must also be included on the form. No erasures are permitted in the bid proposal. Mistakes may be corrected by crossing through mistakes and inserting corrections adjacent to or above the crossed through mistake. The person signing the bid proposal must initial corrections in ink.

4. Any addenda or amendments deemed to be necessary will be in response to written questions or concerns directed to the SBHC Assistant Superintendent for Business/Operations and will be delivered to all contractors who received the original RFBP and will also be posted on the SBHC webpage.

5. **Fiscal Funding:** In the event the effective dates of any contractual agreement awarded by the SBHC as a result of this RFBP issued by the SBHC extend beyond June 30th of the current fiscal/school year, it will be understood that purchases in the next fiscal year are conditional on the receipt of State or Federal funds. In the event of discontinuance or a decrease in State or Federal funds, the SBHC reserves the right to change the item specifications, decrease the quantities or service(s) provided, delete items or cancel the contract with no harm accruing to the SBHC. Each payment obligation of the District created by this agreement is contingent upon the availability of funds that are annually appropriated or allocated for the payment of services or products. The District shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not allocated and available, this agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the vendor at the earliest possible time before such termination. Such action will not constitute a default by the District. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of such termination

   Federal Funds:

   To access this information online, use the following link: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200.

6. Any contractual agreement resulting from this or any RFBP issued by the SBHC will be governed in all aspects by the Statutes of the State of Florida as they relate to public education, State Board of Education Rules, and by SBHC Rules.

7. Venue for any and all legal action regarding or arising out of any transaction resulting from this RFBP will be in Highlands County, State of Florida. If any action at law, including an action for declaratory relief, is brought to enforce or to interpret the provision of any contractual agreement resulting from this RFBP, each party shall bear its own attorney's fees.

8. By executing and submitting a bid proposal in response to this RFBP, the contractor is certifying that their bid proposal is made without prior understanding, agreement or in connection with any other contractor submitting a proposal for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. The contractor, by signing their proposal certifies to their knowing and understanding that collusive bid practices is a violation of Federal law and can result in fines, prison sentences and civil damages awards.

9. The SBHC requires that all orders for goods or services resulting from this RFBP issued by the SBHC be in response to a **SBHC Purchase Order issued in advance** of shipment of any goods or performance of any services.

10. All goods or services provided or performed under the terms of a SBHC purchase order or contractual agreement shall comply with the requirements and standards specified in the Occupational and Health Act (OSHA) of 1970 (public law 91-596), UL, with all safety regulations and other standards for educational use as required by the U.S. Government, State of Florida, Highlands County and/or local municipality. This includes a MSDS report if Chemicals are present in any goods provided. It is the contractor's responsibility to meet any necessary requirements.

11. In accordance with Chapter 112, Florida Statutes, all contractors submitting a proposal in response to this RFBP must disclose with their proposal the name of any contractor's officer, director, or agent who is also an employee of the SBHC. Furthermore, all contractors, persons, or firms responding must disclose the name of any SBHC employee who owns directly or indirectly any interest greater than 5% in the contractor's firm or any of its branches or divisions.

12. In submitting a proposal in response to this RFBP the contractor submitting the proposal agrees not to use the results thereof as a part of any commercial advertising.

13. Proposals submitted in response to this or any RFBP issued by the SBHC must be submitted on forms provided and in accordance with the provisions set forth in the RFBP package. **The bid proposal form must be signed by an officer or an agent authorized to sign for the contractor in the place designated. If not properly signed the bid proposal will be considered non-responsive.**

14. The contractual agreement resulting from this RFBP will be for the time period set forth in these RFBP documents, but may be canceled by the SBHC for **cause** at any time by issuing thirty (30) days written notice to the contractor or may be canceled without cause with sixty (60) days written notice to the contractor.

15. A bid proposal submitted to and opened by the SBHC will be considered a firm offer and cannot be withdrawn for a period of sixty (60) days subsequent to the advertised opening date and time without the consent of the SBHC.

16. Price proposals for all goods or services **will be quoted FOB Destination** to all listed School Board sites listed herein, unless stated otherwise as a special condition by the SBHC Assistant Superintendent of Business/Operations.

17. The SBHC specifically reserves the right to reject any or all proposals or any part of any proposal or any conditional proposal. Any special conditions (conditional proposal) the contractor desires to be considered by the SBHC and to be made a part of their proposal must be submitted in writing on the bid proposal form and must be initialed by the person authorized to sign the proposal.

18. **Drug free workplace certification:** By signing the bid proposal from the contractor is certifying that a drug-free workplace program as defined in Chapter 287.087, Florida Statutes has been implemented.

19. **Right of Protest:** Any person or contractor who is adversely affected by a decision or an intended decision by the SBHC shall file a notice of protest in writing to the SBHC Assistant Superintendent of Business/Operations within 72 hours after posting of the notice of the decision or the intended decision. With respect to a protest of the terms, conditions, and specifications contained in a RFBP, including any provisions governing the evaluation of proposals or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed within 72 hours after posting of the RFBP. A formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120.57, Florida Statutes. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, State, or SBHC Holidays shall be excluded in the computation of the 72-hour time period provided by this paragraph.

20. **Non-Discrimination:** The contractor submitting a proposal in response to this RFBP certifies by signing the proposal submitted that they or it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin. If the contractor submitting a proposal in response to this RFBP has participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended, that contractor is certifying by signing their bid proposal that all compliance reports, standard form 100, employee information report EE--1 have been properly filed.

21. **Public Entity Crimes Statement: Requirements** under Chapter 287.133(3) (a), Florida Statutes, on public entity crimes must be complied with. Failure to properly sign the proposal submitted in response to this RFBP will result in the rejection of the bid proposal submitted in response to this RFBP. In summary, by signing the proposal submitted in response to this RFBP, the contractor or firm or their owners, officers, directors, employees or agents are stating that neither has been charged with public entity crime subsequent to July 1, 1989. If any of the named have been charged with a public entity crime subsequent to July 1, 1989, a signed and notarized statement setting forth all the details and current status must be submitted with the proposal submitted in response to this RFBP.

22. **Debarment:** Debarment. In accordance with law, and specifically Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR, Part 180, as defined at 2 CFR Part 180, Section 300, and by signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state of local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default

Contractor agrees to notify the District within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information's, or terminations, with respect to Contractor or its principals.

Where the contractor is unable to certify to any of the statements in the debarment, suspension and other responsibility matters certification, the contractor or person or entity will attach an explanation with their proposal to this RFBP.

23. **Force Majeure:** Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, pandemics, earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such case; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

24. **E-Verify:**

(a) Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, all Contractors shall use the U.S. Department of Homeland Security's E-Verify system https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement.

(b) Subcontractors

i. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

ii. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract wit, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

iii. Contractor shall provide a copy of such affidavit to the District upon receipt and shall maintain a copy for the duration of this Agreement.

iv. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 beginning January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

(c) Failure to comply with this provision is a material breach of the Agreement and the District may choose to terminate this Agreement at its sole discretion. Contractor may be liable for all costs associated with District securing the same services, including but not limited to, higher costs for the same services and rebidding costs (if necessary).

(d) For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

25. **Background Screening (Jessica Lunsford Act):** In the event the work includes the need for an awarded Contractor to have direct contact with students or be present at a school facility when students are present, then Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Background screening shall be conducted in advance of Contractor or its personnel providing any Services under the conditions described in the previous sentence. Under no circumstance shall Contractor or its personnel have direct contact with students or access any school facility when students are present without compliance with this Section. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the District to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless the District, its board, officers, and employees, resulting from liability or claims made by any person who may suffer physical or mental injury, death, or property damage resulting in the Contractor's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

26. **Public Records:** Contractor is aware that this Agreement is a contract for services with a public agency and, in performing the Work under this Agreement, Contractor is acting on behalf of the public agency as provided under section 119.011(2), Florida Statutes. Pursuant to Fla. Stat. 119.0701, Contractor, and its Subcontractors, shall comply with all pertinent public records laws of Chapter 119, Florida Statutes, and specifically:

(a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; and

(b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; and

(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; and

(d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor and its Subcontractors upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Contractor's failure to comply with this section shall be deemed a breach of the Agreement. Contractor shall be responsible for ensuring that all Subcontractors under its control comply with this section. By executing this Agreement, Contractor certifies that it is familiar with the public records requirements contained in Chapter 119, Florida Statutes, or has a duty to become familiar with such law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS - email: recordsrequest@highlands.k12.fl.us, phone: 863-471-5734, School Board of Highlands County, 426 School Street, Sebring, FL 33870.

27. **Confidentiality:** Any claim by Contractor that its records or work is confidential or a trade secret must be made in compliance with s. 812.081 and s. 815.045, Florida Statutes. If SBHC receives a public records request for materials which Contractor has previously and specifically indicated in writing to SBHC is a trade secret, then SBHC agrees to use reasonable efforts to timely notify Contractor of such public records request, at which time Contractor may independently pursue a court order protecting the disclosure of such information. Contractor shall notify the School System in writing of its intent to seek protection of any confidential information within ten (10) days of receipt of SBHC's notification. Contractor's failure to notify SBHC of its intent to seek protection shall authorize the disclosure of the requested information and shall authorize SBHC to comply with the disclosure request within SBHC's discretion. If Contractor timely notifies SBHC of its intent to seek a court order protecting the disclosure of the information, then SBHC will take reasonable steps to cooperate with Contractor in contesting such request, requirement or order or in otherwise protecting Contractor's rights prior to disclosure. In any court action indicated under this section, Contractor will name the party requesting the materials as a defendant and will not name SBHC as a party to the action. Contractor agrees to hold SBHC harmless from any award to a plaintiff for damages, costs, or attorney's fees based on nondisclosure of information asserted to be confidential and exempt.

Contractor understands and agrees that it is subject to all federal and state laws and SBHC rules relating to the confidentiality of student information. Contractor agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

28. **Indemnification:** Nothing herein is intended to serve as a waiver of sovereign Immunity by any agency or political subdivision to which sovereign immunity may be applicable. SBHC expressly retains all rights, benefits, and immunities of sovereign immunity. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of or related to this Agreement

29. **All contractors responding to this or any RFBP issued by the SBHC, by their signature or signature of person authorized to sign, are agreeing to and will comply with all of the terms, conditions (General & Special), requirements, instructions, evaluation and award process of this RFBP or any terms, conditions, requirements, instructions, evaluation or award process that are implied within**. Should the SBHC omit anything from the RFBP package that is necessary for a clear understanding of the scope of work or specifications or should it appear that various instructions are in conflict, the contractor shall secure written clarification from the SBHC Assistant Superintendent of Business/Operations at least 72 hours prior to the time and date set for the opening of bid proposals. The issuance of this document does not constitute an obligation against the SBHC. This RFBP may result in an agreement that the selected contractor will sell or provide to the SBHC the goods or services at the prices set forth in the proposal. The acceptance of the agreement by the SBHC will be based on the subsequent issuance of a SBHC purchase order by the Director of Finance or the execution of an Owner-Contractor Agreement between the contractor and the SBHC.

30. All sheets enclosed, included, attached, addenda or amendments issued will be considered a part of this RFBP packet.

31. **Access and Retention of Records:** All contractors shall create, maintain, and permit SBHC access, any and all records demonstrating that persons with direct knowledge of the services performed confirmed receipt of the services and that SBHC personnel verified the mathematical accuracy of all invoices for services performed, as well as any other documentation necessary for the proper performance of each and every provision described in this RFBP. The Contractor will retain all such required records, and records required under any state of federal rules, regulations or laws respecting audit, for a period of four (4) years after SBHC has made final payment and all services have been performed under the RRBP.

32. Any Special Condition(s) contained herein, which may be in conflict with General Condition(s), will have precedence.

33. Contractors shall ensure that no materials containing Asbestos or Lead will be used during or in the construction of this project. Contractor shall provide a fully executed letter attesting to that fact to the School Board before final payments, covering this work, are released.

Proposal Opening & Evaluation

- **Proposals received timely in response to this RFBP will be opened in the large conference room in the Administration Building located at 426 School Street, Sebring, FL 33870 at 2:00 PM ET January 13, 2027. Proposals not received timely will not be opened and therefore will not be considered for award. <u>However, sealed bids received by common carrier noting guarantee delivery by the time specified in the RFBP will be considered.</u> The opening of proposals is open to the public but is for tabulation purposes only. The proposals will be evaluated as stated below.**

Proposals will be evaluated

- **On how clearly and completely the proposal has been completed and submitted**
- **Proposals shall be signed**
- **All required documents are submitted as part of the proposal**
- **Price proposed**

Special Conditions

Insurance Requirements:

The contractor will carry public liability insurance in the amounts specified below, including the contractual liability assumed by the contractor and will deliver a certificate of insurance specifying such limits with the SBHC named as an additional insured to the Assistant Superintendent of Business/Operations Office at 426 School Street, Sebring, FL 33870.

A.	**Worker's Compensation Coverage & Employer's Liability**	**Statutory Limits** (Ch 440, FL Statutes)	
B.	**Comprehensive General Liability**		
	Commercial General Liability	$2,000,000	General Aggregate
	Personal & Adv Injury	$500,000	Each Occurrence
	Excess Liability	$2,000,000	Each Occurrence
	Medical Expense	$10,000	Any one Person
C.	**Commercial Automobile (any vehicle)**	$1,000,000	Combined Single Limit

Contractual liability covers the following indemnity agreement:

By submitting a proposal in response to this RFBP the Firm or individual contractor will indemnify and hold harmless the SBHC against any form of liability, claims, damages, demands and cost, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damages or destruction of property resulting from or in any manner arising out of or in connection with negligence in the performance of this or any contract resulting from this RFBP issued by the SBHC. The authorized manual signature in the space provided in the proposal form for these RFBP documents indicates the Firm or individual contractor is agreeable to the indemnity agreement as herein stated.

Note:

The contractor awarded a contractual agreement resulting from this RFBP will be required to be on SBHC property to perform the services specified in this RFBP, therefore the contractor will be required to furnish certificates of insurance coverage to the SBHC Assistant Superintendent of Business/Operations prior to commencing any services as a result of this RFBP. Proof of current insurance coverage shall be supplied by the successful bidder prior to the purchase order being generated.

R. 5/14/2024

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative: _____

Address: _____

City: _____State: _____ Zip: _____

Phone Number: _____

Email Address: _____

I, the undersigned, am authorized to sign on behalf of Vendor and I hereby certify that the Vendor does not use coercion for labor or services as those terms are defined in Section 787.06, Florida Statutes.

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE for Vendor

Print Name: _____

Print Title: _____

Date: _____

The School Board of Highlands County Request for Bid

Proposals (RFBP) #SBHC2627-06

Vertiv Liebert UPS

SCOPE OF WORK

Supply New Vertiv Liebert equipment to The School Board of Highlands County that will has a depth of no more than 12”. No installation is needed.

Delivery Site: School Board of Highlands County

MIS Department

426 School St.

Sebring, FL 33870

Direct any questions concerning this bid to:

Harry Howes: Phone: (863) 471-5685; Fax: (863) 471-5624;

Email: h o w e s h @ h i g h l a n d s . k 1 2 . f l . u s

The School Board of Highlands County
Request for Bid Proposals (RFBP) #SBHC2627-06

Vertiv Liebert UPS

BID PROPOSAL FORM

I/we the undersigned contractor will furnish all equipment to 426 School St. Sebring, FL 33870 I/we attest that the person signing this proposal has the authority to legally obligate the contractor submitting this quotation.

Preferred Manufacturer: Vertiv Liebert or equivalent

(QTY 50) Vertiv Liebert PSI5-1500SRT2UXLIN UPS Unit Price $_____

Total Bid with any Shipping included:

$_____

Receipt of the following addenda is hereby acknowledged**.**

Addenda No._____, dated _____, pages _____of _____.

Addenda No._____, dated _____, pages _____of _____.

Proposal submitted by_____

Address _____
City State Zip

Manual signature _____
Name Title

Printed Name & Title of person signing _____
Name Title

Date_____ Phone Number (_____) _____ _____

Note:

Proposal forms shall be sent in an envelope displaying the information below and must be signed to be considered a responsive bid.

School Board of Highlands County

Attn: Mrs. Anjelica Ramos Tinajero

RFBP #SBHC2627-06

426 School Street

Sebring, FL 33870

Bid Submittal Requirements Checklist:

To ensure your bid is considered a "responsive", the following items shall be fully submitted with your bid:

Proposal… the proposal sheet shall be fully signed and dated. See #3 and #13, General Conditions.

- By signing the Proposal, the Bidder is certifying that a drug-free workplace program as defined in Chapter 287.087, Florida Statutes has been implemented. See #18, General Conditions.
- By signing the Proposal, the Bidder is certifying that they or it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin. See #20, General Conditions.
- By signing the Proposal, the Bidder or firm or their owners, officers, directors, employees or agents are stating that neither has been charged with public entity crime subsequent to July 1, 1989. See #21, General Conditions.
- All bidders responding to this or any RFBP issued by the SBHC, by their signature or signature of person authorized to sign, are agreeing to and will comply with all of the terms, conditions (General & Special), requirements, instructions, evaluation and award process of this RFBP or any terms, conditions, requirements, instructions, evaluation or award process that are implied within. See #29, General Conditions.

Coercion Affidavit… Bidder shall submit a signed copy of the "Affidavit Regarding the use of Coercion for Labor and Services" sheet found within this bid and as referenced in number #34, General Conditions.

References… Bidder who has not contracted work with the School Board within the past five years shall submit no less than (3) references, including name and full contact information of persons who contracted with the bidder for similar work.

Following Board approval, the successful bidder shall be expected to:

- Provide Liability Coverage equal to or exceeding insurance coverages for all the categories found within this bid packet under, **Special Conditions: Insurance requirements**.

This list has been provided as a courtesy and by no means absolves the bidder from the responsibility of reading, understanding and providing all required items and information requested within the body of this bid document.