

22C-25J - 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 Internet Services - ERate, as specified herein.

The District current internet circuits consist on four 10G connections with two circuits located at 3300 Forest Hill Blvd and two circuits located at 505 South Congress Ave

The District plans to implement a 100G Internet port protection plus for path diversity with a single handoff service or equivalent. It will require two 50G connections with four ports termination. The circuits will be located at 3300 Forest Hill Blvd and 505 South Congress Ave. This will replace what the District currently has in place.

B. PERISCOPE S2G:

1. All offers must be submitted electronically to PeriscopeS2G at BidSync.com. Including all required documents listed in the solicitation. No other responses will be accepted, including hard copy or emailed responses.
2. PeriscopeS2G 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 PeriscopeS2G 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://support.bidsync.com/hc/en-us/articles/222437508-How-do-I-respond-to-a-bid->

All responses entered into PeriscopeS2G 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 select "Review response," verify the information is correct then enter your password and select "Confirm & submit response."

After clicking "Confirm & submit response," a confirmation page loads with "Offer Received" at the top of the page. If you do not see this confirmation, your offer was not submitted successfully.

If you select to receive a confirmation e-mail indicating a successful response you will receive a confirming email within five minutes.

If you do not receive confirmation that your offer has been received, please call Periscope S2G at 800-990-9339 Option 1 (Customer Care) and then Option 1 (Vendor Assistance).

In the event an addendum(s) to a solicitation is created, the addendum(s) will be distributed by PeriscopeS2G to all who are known by the Purchasing Department to have received a complete set of proposal documents.

Be advised that registering with PeriscopeS2G is a FREE service.

C. 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 Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% 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.**

D. FLORIDA PREFERENCE:

Pursuant to §287.084 Florida Statute, award recommendations 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.

E. SBE PREFERENCE:

Award recommendations 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/diversityinbusiness> website and complete the SBE certification application.

F. AWARD:

Contract will be awarded based on the E-Rate Eligible cost to the lowest bid from a responsive, responsible bidder after adjustments have been made for all preferences that may be applicable.

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 responder.

The Board reserves the right to undertake inquiries into proposer’s financial and/or litigation history, and by submitting a proposal, the proposer expressly consents to these inquiries.

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.

The Purchasing Department or their designee reserves the right to use the next bidder offering the lowest cost and who is deemed responsible and responsive in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of Preference awards as provided herein. The next bidder offering the lowest cost and who is deemed responsible and responsive prices must remain the same as originally bid and must remain firm for the duration of the contract.

G. TERM OF CONTRACT:

1. The term of this contract shall be for three years from the date of award and may, by mutual agreement between the School District and the awardee(s), be renewable for one two-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 recommendation. All prices shall be firm for the entire length of the Contract and all subsequent renewal periods; however, nothing prohibits the District from accepting lower pricing during the term of this contract.

2. The District may, in its sole discretion, make an equitable adjustment in the pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following.

1. The volatility is due to causes wholly beyond the successful bidder's control
2. The volatility affects the marketplace or industry, not just the particular successful bidder's source of supply.
3. The effect on pricing or availability of supply is substantial.
4. The volatility so affects the successful bidder that continued performance of the contract would result in a substantial loss.

Note: Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing.

However, nothing prohibits the District from accepting lower pricing for orders at any time during any term of this contract.

H. REFERENCES:

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

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

I. 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

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any 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.

J. 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 PerscopeS2G at BidSync.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 PeriscopeS2G to all who are known by the Purchasing Department to have received a complete set of proposal documents.

K. 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 PeriscopeS2G no later than 5:00 p.m. EST, on December 17, 2021. Questions received via PeriscopeS2G by the time and date specified will be answered in writing and posted on PeriscopeS2G. 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.

L. POSTING OF BID RECOMMENDATION / TABULATIONS:

Bid recommendations and tabulations will be posted electronically with PeriscopeS2G for review by interested parties, on January 20, 2022 at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

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

M. 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 Diversity in Business Practices web site at <http://www.palmbeachschools.org/diversityinbusiness>.

N. SUB-CONTRACTING:

If a vendor 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 bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the General Conditions document of this bid.

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. Vendors are encouraged to seek SBE business enterprises for participation in sub-contracting opportunities. The sub-contractor shall 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 outlined in School Board Policy 6.143, Diversity and Equitable Utilization in Business, 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 contained in School Board Policy 6.143 and the Office of Diversity in Business Practices 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.
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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:

Pursuant to Board Policy 6.143, award recommendations 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 <http://www.palmbeachschools.org/diversityinbusiness> website and complete the SBE certification application. The Office of Diversity in Business Practices 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: 915-51

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 Diversity in Business Practices. The B2GNow Reporting System is web-based and can be accessed at the following Internet address: <https://palmbeachschools.diversitycompliance.com/>. The Contractor shall contact the Office of Diversity in Business Practices 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 Diversity in Business Practices to register for training and support for the B2GNow Reporting System. For information request and questions, contact the Office of Diversity in Business Practices (561-681-2403).

See paragraph O for additional details regarding subcontractors.

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), or fax (561-963-3823), 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.

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. INSTALLATION FLOATER:

An Installation Floater in the amount equal to 100 percent of the value of the items to be installed is required. Coverage must be written on an All Risk basis. All deductibles are the responsibility of the contractor and must not exceed \$1,000.

5. WAIVER OF SUBROGATION:

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

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

6. SECURITY OF CONFIDENTIAL PERSONAL INFORMATION:

In accordance with Section 501.171, F.S., (or section as amended) Awarded Vendor(s) shall take reasonable measures to protect and secure the School Board's records in any form. This data may include (personal, financial or student) information. Awarded Vendor(s) shall notify The School Board, or it's designee, as expeditiously as practicable, but no later than 30 days after the determination of the breach or reason to believe a breach has occurred. Awarded Vendor(s) shall work with The School Board, or it's designee, to satisfy the requirements of Section Fla. Statutes, Chapter 501.171 (or section as amended) as to required investigation and notice provisions. Further,

Awarded Vendor(s) shall reimburse The School District for actual, reasonable costs incurred by The School District in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation within 30 days of receipt of documentation from The School District evidencing such actual, reasonable costs incurred.

8. CYBER LIABILITY INSURANCE:

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

T. 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).

U. 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.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document**.

Payment will not be processed until the following occurs:

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

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

- 1. Name and Address of Vendor
- 2. A Unique Invoice Number
- 3. Date of Shipment
- 4. Line Item Total or Extended Price
- 5. Purchase Order Number

6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at justin.jaksa@palmbeachschools.org.

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

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

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 Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him 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.

V. 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.

W. CHANGE ORDERS:

Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

X. 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 \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

- a. Balance Sheet or Annual Report for the last three (3) years
- b. Three (3) years of income statements
- c. Federal or State tax liens or judgements for the proposer's entity for the last five years. If no liens or judgements exist, please so state on Company Letterhead and upload with your response.

You may also include (optional):

- a. Statement of Changes in financial position;
- b. Letter from the proposer banking institution
- c. Statement from certified public accounting firm.

CC. 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 80%. 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.

DD. 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. Refer to Additional Information Document.

EE. **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.

FF. WARRANTY:

Contractors shall guarantee workmanship and/or materials to be free of defects under normal use and service for the maximum extent allowable meeting E-Rate rules and regulations. Bidders are responsible for being familiar with and adhering to all E-Rate rules in their responses. Contractor shall bear the full obligation and cost of materials and labor for repair and/or replacement during the warranty period.

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 F
	Yes	Certificates/License	I, CC
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	I, CC
	Yes	Proposer's Statement of Principal Place of Business	D
	Yes	Debarment Certification	E
	Yes	Variance Document	I
	Yes	Reference Document	I
	Yes	Early Payment Terms	U
	Yes (if applicable)	Form 1525, Letter of Intent – SBE Subcontractor Participation	P
	Yes (if applicable)	Form 1526, SBE Subcontractor Participation Summary	P
	Yes	Form 0580, Drug-Free Workplace Certification	N/A
	Yes	Organizational Profile	AA
	Yes	Company Financials	BB
	Yes	Conflict of Interest/Non Conflict of Interest Statement	Y
	Yes	E-Verify Form	T
	Yes	Complaint Notification/Bid General Conditions	See General Conditions Paragraph 26
	Yes	E-Rate Supplemental Terms and Conditions Form	CC
	Yes	Evidence of Green Light Status	CC

TECHNICAL SPECIFICATIONS

The School District of Palm Beach County requests proposals for an Internet Service Provider to provision bandwidth and other required equipment and services for internet access between the service provider's locations and the Districts two (2) Data Centers at 3300 Forest Hill Blvd., West Palm Beach, FL 33406 and 505 S. Congress Ave., Boynton Beach, FL 33425. Two internet circuits are required, one each from a separate Point of Presence (POP), to terminate at each of the district's Data Centers.

1. The internet service provider shall provide a hand-off to the District using a fiber optic 50Gbps connection at each Data Center termination location.
2. The proposed solution shall be provisioned on fiber optic facilities from end to end.
3. The basic speed of the internet connection is to be no less than a full and continuous 50Gbps connection.
4. The proposals must include pricing to both District Data Centers at committed speed rates in both directions at 50Gbps, 60Gbps, 70Gbps, 80Gbps, 90Gbps and 100Gbps.
5. The circuits to the two Data Centers must be provisioned from four separate Points of Presence (POPS).
6. Physical interface must be 50Gb single mode fiber,
7. Bidder shall provide, install, maintain, and repair all equipment necessary to support connectivity for the life of the contract.
8. An uptime SLA of 99.95% or better shall be provided by the awarded contractor