



THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

PROCUREMENT & DISTRIBUTION SERVICES

2700 Judge Fran Jamieson Way

Viera, FL 32940

INVITATION TO BID
SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

25-0472-B-LW, DOOR & LOCK HARDWARE
DISCOUNT CATALOG BID

ALL PROPOSALS DUE BY: Tuesday, December 10, 2024 BY 2:00 PM ET
NOTE: PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.

PRE-PROPOSAL MEETING: UNDEFINED

PROCUREMENT CONTACT: LATALIA WEAVER, PROCUREMENT AGENT II
PHONE: (321) 633-1000 EXT: 11671
EMAIL: WEAVER.LATALIA@BREVARDSCHOOLS.ORG

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/brevardschools>

1. Introduction

1.1. Summary

NOTICE IS HEREBY GIVEN that The School Board of Brevard County, Florida, henceforth referred to as the District or School Board is accepting sealed responses for Door & Lock Hardware Discount Catalog Bid (25-0472-B-LW).

Project Overview

Furnish door and lock hardware supplies

The deadline to submit questions related to this solicitation is 5:00 pm on Tuesday, December 3, 2024.

Sealed responses for furnishing the above will be accepted up to 2:00 pm on Tuesday, December 10, 2024.

NOTE: Respondents are required to submit responses electronically via the OpenGov e-Procurement Platform. Respondents shall not be permitted to hand-deliver, mail, telephone, fax or email offers.

Responses received after the submission deadline and/or transmitted outside of the designated OpenGov e-Procurement Platform shall be rejected.

1.2. Contact Information

Deadline for Questions

The deadline to submit questions related to this solicitation is 5:00 pm on Tuesday, December 3, 2024.

Questions regarding this solicitation are to be submitted directly through the OpenGov Question & Answer portal. Any questions submitted after the date and time specified may not be considered.

Procurement Contact

Do not contact any District employee or official regarding this solicitation except the procurement agent listed below:

Latalia Weaver

Procurement Agent II

weaver.latalia@brevardschools.org

(321) 633-1000 Ext: 11671

Requesting Department

FAC-Plant Operations & Maintenance/9562

1.3. Timeline

Release Project Date:	November 12, 2024
-----------------------	-------------------

Question Submission Deadline:	December 3, 2024, 5:00pm
Proposal Submission Deadline:	December 10, 2024, 2:00pm

2. Scope of Work

2.1. PURPOSE

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish Door & Lock Hardware Discount Catalog Bid to be used as noted by The School Board of Brevard County, Florida.

2.2. SCOPE OF GOODS AND/OR SERVICES

This Specification establishes the minimum requirements for this solicitation, listed and described in the body of these specifications, to be used as noted.

2.3. PRODUCTS TO BE PROVIDED, AND APPLICABLE SPECIFICATIONS

The intent of this bid is to secure firm fixed pricing and select multiple Bidders to provide door and lock hardware supplies on an as needed basis. Bidder(s) will be evaluated on the fixed percentage discount from Bidders' current internet pricing or electronic price list in order to produce the lowest net cost for the School Board. The fixed percentage discount offered shall apply to all items, categories or pages. Any excluded items must be clearly stated on the Bid Tabulation as No Bid. If no exclusions are provided, the School Board will use the discount on all items listed in the internet pricing or electronic price list. All discounts and prices shall include all delivery charges and processing fees. Bidder(s) submitting fixed percentage discount off internet pricing must indicate the web address where pricing may be found and, (if applicable) associated username and password. Bidder(s) submitting an electronic price list must submit an appropriate web address or include the list in .pdf format with Bid submittal.

The School Board is seeking percentage discounts on the following manufacturers. This is not a complete or exhaustive list and Bidder may provide additional manufacturers.

To include but not limited to:

A-1	Adams Rite	Compx
Corbin-Russwin	Don-Jo	HPC
Jackson	Kaba	Lab
LCN	Lucky Line	Major Mfg.
Pro-Lock	S. Parker	Sargent & Greenleaf
Schlage	VonDuprin	

Quotes and / or final invoices must show the Bidder's catalog list price and awarded discount rate for each item. The ITB contract number, 25-0472-B-LW, must also be cited on quotes and / or final invoices. If order was placed via Purchase Order, the PO number must also be included on final invoices.

3. Special Terms and Conditions

3.1. Award Term

The School Board's goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Bidder(s) shall be awarded a contract for an initial three (3) year term with up to one (1) optional two (2) year renewal period.

The award term recommendation will be that which is determined to be in the best interest of the School Board. Any renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

3.2. Bid Closing Date

Submittals must be received by The School Board of Brevard County, Florida, Office of Procurement & Distribution Services through the District's [eProcurement Portal \(https://procurement.opengov.com/portal/brevardschools\)](https://procurement.opengov.com/portal/brevardschools) no later than 2:00 pm., **local time, on Tuesday, December 10, 2024**. Bids received after this time will not be considered.

3.3. PUBLIC BID OPENING

- A. The Bids will not be available for public records request until a notice of intended decision is issued or thirty (30) days after bid opening date, whichever is earlier. (Florida Statute 119.071 (1) (b)).
- B. The Bidder List will be available [#Project Portal](#) at time of Bid opening.
- C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to access the public Bidder List should contact the Procurement Department at 321-633-1000 x11645 after the Bid opening date.
- D. Individuals that would like to hear the names of Bidders read aloud during the official Bid opening may access the electronic meeting via Microsoft Teams at the following web address: [Join the meeting now](#) or call in (audio only) [+1 321-300-0039, 772958386#](#)

3.4. QUESTIONS CONCERNING BID

The question and answer module of OpenGov is being utilized for this solicitation. Timely questions concerning this solicitation shall be submitted in accordance with the deadline for questions: Tuesday, December 3, 2024 at 5:00 pm EST.

Consideration for modification or alteration of this solicitation shall be requested during the specified question period, before the applicable deadline. No oral interpretation of the meaning of the plans, specifications, or other documents shall be considered binding. The District shall be bound by information and statements only when such statements are executed by written addendum.

Answers for timely questions will be addressed in the OpenGov question and answer module or as an addenda to this solicitation depending on volume, participants are encouraged to subscribe as a follower and monitor all notifications. Beyond questions and answers, any and all modifications, clarifications, interpretations and supplemental instructions will be in the form of a written addendum which, if issued, will be available for download. All addenda and questions/answers so issued shall become part of the Solicitation Documents and receipt shall be acknowledged prior to respondent submission.

Untimely questions are unable to be submitted in the question and answer module, thereafter respondents raising critical concerns must email weaver.latalia@brevardschools.org. Critical clarifications may be made via addenda, however, untimely questions may not be considered.

3.5. BIDDER'S RESPONSIBILITY

The Bidder, by submitting a Bid represents that:

- A. The Bidder has read and understands the Solicitation in its entirety and that the solicitation is made in accordance therewith, and;
- B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;
- C. Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief.

- D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the School Board's annual audit including five (5) years thereafter.

3.6. CATALOG BID

CATALOG WITH BID

Bidder must submit a website address from which to access their catalog. The catalog may be set up in an **e-commerce** format with online shopping enabled or an **e-catalog** format without functional online shopping. The School Board prefers e-commerce with online ordering enabled. Whichever catalog format is used, the following attributes for each product must be displayed on the Bidder's website:

- Manufacturer
- Product or Item #
- Product Description
- Price
- Unit of Measure (UOM)
- Quantity per UOM
- Material Data Sheet (MDS)

If a login is required in order to view pricing and other product details, Bidder must provide a School Board specific username and password in the bid submittal and specifically on Bid Submission/Vendor Questionnaire.

CATALOG PRICING

Web-based catalog pricing must be configured with the Bidder's awarded discount already taken.

ONLINE ORDERING

The School Board prefers e-commerce with online ordering enabled. Online ordering may use the School Board's Purchasing Card Program.

CATALOG DISPERSAL

Catalog dispersal is the responsibility of the awarded Bidder, not the School Board. Awarded Bidder must contact the School Board's Procurement Department to obtain a current contact list for schools and departments utilizing this bid. The dispersed catalog must match the awarded bid.

CATALOG UPDATES (INCLUDING PRICING)

As web-based catalogs are updated, it is the awarded Bidder's responsibility to do the following:

- Notify the School Board's Procurement Department of the changes.
- If there are any pricing updates, propose an effective date to the School Board's designated agent in the Procurement Department for approval.
- Distribute catalog updates to all schools and departments with notice explaining new pricing, after approval by the School Board's designated agent and before the effective date.

Any price discrepancies, which occur as a result of the awarded Bidder not following the above guidelines, must be honored by the awarded Bidder.

NEW ITEMS

New items appearing in the awarded Bidder's catalog released after the bid opening date are to be covered by this bid as if these items were originally included in the web-based catalog submitted with the bid.

TRAINING

The awarded Bidder must be willing to offer training and support for schools and departments as needed. Training may include but not be limited to company introduction, setting up new users for online ordering, and review of catalog bid discounts.

3.7. DISCOUNT ADJUSTMENTS

Unless a change is deemed to be in the best interest of the School Board, there will be no discount adjustments allowed during the contract period. The discounts submitted on the Price Sheet shall remain firm throughout the contract period. Bidders are encouraged to consider this requirement when offering discounts.

3.8. NEW ITEMS AND/OR OPTIONS

Upon approval of Procurement, new items and/or options may be included in this bid if they are standard items and/or options for this commodity. Items inadvertently left off the price sheet may be viewed as an option not known to exist at the time this solicitation was sent out but are now available as an additional option. Awarded Bidder(s) wishing to provide additional options, may attach to their price sheet their list of options which are currently available. Since these products will be made to order on an as needed basis, each purchase could vary greatly since many will be site specific. As market changes occur the awarded Bidder(s) may contact Procurement about additional options.

3.9. ITEM DISCONTINUANCE

During the term of this contract, as items are discontinued and a replacement offered, the awarded Bidder must notify the Procurement Department with the new equipment

specifications and price. If FAC-Plant Operations & Maintenance/9562 approve the newer/current model, documentation will be placed in the solicitation folder noting the newer/current model as the revised product model for the remainder of the contract term.

3.10. MODEL NUMBER CHANGES

During the term of this contract as items are updated with a newer/current model, the awarded Bidder must notify the Procurement Department with the new equipment specifications and price. If FAC-Plant Operations & Maintenance/9562 approve the newer/current model, documentation will be placed in the solicitation folder noting the newer/current model as the revised product model for the remainder of the contract term.

3.11. LABELING

Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:

- A. Name of item.
- B. Quantity of item contained.
- C. Purchase order number.
- D. Company.

3.12. DAMAGED ITEMS

In the event an item or items is received, and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the awarded Bidder at no cost to the School Board.

3.13. BID QUANTITIES

- A. Any quantities shown in this bid are estimates only and in no way obligates the District to purchase any specific amounts. Any estimates are intended as a guide to submitting a bid. All actual quantities purchased under this bid may be more or less than what is shown.
- B. The District reserves the right to purchase any additional quantities of the bid item(s) from the awarded Bidder at the bid price or discount for a period of one (1) year from the date of the award of the bid, provided the Bidder is in agreement at time of order.
- C. The District is not obligated to place any order with any awarded Bidder participating in this bid. All schools and departments, however, will be urged to refer to catalogs and discounts of participating Bidders in their attempt to fill their requirements at the lowest net prices.

3.14. METHOD OF ORDERING

Items shall be ordered via individual purchase orders or by Visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

3.15. ORDERS

Schools, departments and centers of the School Board will issue purchase orders or place order by Visa purchasing card directly to the awarded Bidder(s) for the purchase of Door & Lock Hardware Discount Catalog Bid. The awarded Bidder(s) will be expected to honor these orders according to the discount terms and conditions listed in this solicitation. Each purchase order will be emailed or mailed to the awarded Bidder(s). The order should be reviewed for correct prices, catalog numbers, extensions, etc.

3.16. EXEMPT FROM THIS BID

Purchases shall not include items available at lower prices on other School Board bid awards or on Florida State Contracts. Items shall be ordered via individual purchase orders or Visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order or receipts must be submitted for each purchase on Visa purchasing card.

3.17. SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

3.18. STANDARDIZATION OF ITEMS

Some items have been standardized by the School Board's FAC-Plant Operations & Maintenance/9562 Department; these items are indicated on the price sheet as "ONLY" along with the Manufacturer's name and part number, allowing no alternate bids. Where there is no Manufacturer, model or part number indicated, just the description, please supply us with the Manufacturer name, model and part number you are bidding along with descriptive literature if required.

3.19. NO DAMAGES FOR DELAY

Bidder is not entitled to any additional compensation or increase in the contract sum for direct, indirect, impact, or any other damages arising because of any hindrance or delays caused by the owner or any other cause whatsoever. Bidder's only remedy for delay, not caused or exacerbated by the Bidder, shall be an extension of time to complete the Bidder's scope of work. Any extension of time shall be granted at the sole discretion of the School Board, and if granted, shall be in the form of additional days added to the contract.

3.20. PALLETIZE

Shipment(s) must be palletized. Pallets are available for exchange at the time of delivery, if required.

3.21. DELIVERY TERMS

Initial delivery of Door & Lock Hardware Discount Catalog Bid, as specified herein, shall be within 5 calendar days from the date of receipt of the purchase order.

DELIVERY CHARGES

Bid price must include all delivery charges.

HOURS OF DELIVERY

Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when all school buildings and Distribution Services are closed.

MINIMUM ORDERS

Items shall be ordered as needed. There shall be no minimum amount to be delivered at one time.

F.O.B. DESTINATION POINT

The F.O.B. destination point for this contract and for all purchases made under it shall be as specified by the using school/department of the School Board. Delivery will not be complete until the using school/department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering school/department. All disputes shall be between the seller/Bidder and the carrier.

3.22. DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID

- A. Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:
- B. Proper submittal of ALL documentation as required by this solicitation. (Responsive)
- C. The greatest benefits to the School Board as it pertains to: (Responsible)
 - 1. Total Percentage Discount.
 - 2. Delivery.
 - 3. Past Performance. In order to evaluate past performance, all Bidders are required to submit:
 - a. A list of three (3) references with the bid.

- D. All technical specifications associated with this solicitation.
- E. Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose bid represents the best overall value to the School Board when considering all evaluation factors.

3.23. CONTRACT

- A. The contents of this solicitation and all provisions of the Bidder's Acknowledgement Form shall be considered a contract and become legally binding. A separate contract document, other than the purchase order(s), will not be issued.
- B. The Director of Procurement & Distribution Services, Superintendent, and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee are authorized to make changes to any contract.
- C. The School Board shall be responsible for only those orders placed by the schools/departments on an authorized signed purchase order or Visa purchasing card. The School Board shall not be responsible for any order, change substitution or any other discrepancy on the purchase order or card charges. If there is any question about the authenticity of a purchase order, card charge or change order, the Bidder should promptly contact the Procurement Department.
- D. The School Board hereby notifies interested parties that the purchasing agreements and state term contracts, available under s. 287.056 of the Department of Management Services will be reviewed for the subject of the award recommendation of this solicitation.

3.24. PAYMENT TERMS

- A. Payment Terms are identified in the ITB General Terms & Conditions.
- B. **INVOICING** - The awarded Bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid School Board purchase order numbers. Invoices shall be mailed directly to the "bill to" as listed on the purchase order. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified in the terms of this solicitation or a School Board purchase order. Invoices, which do not reference valid School Board purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the Bidder for resolution of the discrepancies. It is the sole responsibility of the Bidder to reconcile the purchase order and the

Bidder's invoice and to notify the Procurement representative of any discrepancies prior to billing. The School Board will only pay the dollar amounts authorized on the purchase order.

- C. The Bidder represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of Section 68.082, Florida Statutes, pertaining to false claims against the State, and/or Section 837.06, Florida Statutes, pertaining to false official statements.
- D. **PARTIAL PAYMENT** - Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required.
- E. **PAYMENT DISCOUNTS** - A bid price submitted indicating a discount if an invoice is paid within a certain number of days from the date of the invoice cannot be considered as a basis for the solicitation evaluation. All bid prices must be net and not contingent on terms.

3.25. DAMAGES TO RENTAL EQUIPMENT

Rental Bidders agree to purchase such insurance, as they consider necessary to protect their equipment from damage or destruction during the term of this contract for rental of equipment. Rental Bidders also agree that the School Board shall have no obligation for payment of damages of any nature to equipment provided with or without an operator unless clear and convincing evidence demonstrates that gross negligence of either the School Board or its employees acting within the scope of their employment was the direct cause of such damage or destruction.

Rental Bidders further understand and agree that no employee of the School Board other than the Superintendent or School Board Chairman is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation, and that any signature of a School Board employee other than the Superintendent or School Board Chairman shall be interpreted as the School Board's acknowledgement of delivery only.

3.26. SAFETY

The Bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Bidder shall take all necessary precautions to ensure all materials provided do not include Asbestos. The Bidder shall indemnify and hold harmless the School Board from and against all liabilities, suits, damages, costs, and expenses (including attorney's

fees and court costs) which may be imposed on the School Board because of the Bidder, sub-contractor, or supplier's failure to comply with the regulations.

3.27. PRICE REDETERMINATION

Prices for the Goods or Services listed in this submittal shall remain unchanged for twelve (12) months following the Award Date of the Contract. The Bidder may petition the Director of Procurement & Distribution Services for price redetermination within sixty (60) days following the anniversary of the Award Date of the contract. During this sixty (60) day period, the Contractor may submit a request in writing to the Director of Procurement Services for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Bidder's control. The Bidder must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support for the requested adjustment. The Office of Procurement Services may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. The School Board may also petition the Bidder under the same guidelines. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Contract award.

3.28. MATERIAL SAFETY DATA SHEET

In accordance with Chapter 487 of the Florida Statutes, it is the Bidder's responsibility to identify and to provide to the Office of Procurement & Distribution Services and the Office of Environmental Health and Safety a Material Safety Data Sheet for any material, as may apply to this procurement.

3.29. BIDDER'S PERSONNEL

During the performance of the contract, the Bidder agrees to the following:

- A. The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Bidder. The Bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, shall state that such Bidder is an Equal Opportunity Employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- D. The Bidder shall include the provisions of the foregoing paragraphs A, B, and C, above, in every subcontract or purchase order so that the provisions will be binding upon each Bidder.
- E. The Bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
- F. Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the Bidder or personnel furnished by the Bidder in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the Bidder or any employee or agents of the Bidder or personnel furnished by the Bidder, without the prior written consent of the School Board.
- G. All employees assigned by the Bidder to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Bidder's responsibility to ensure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Bidder's employees.
- H. The personnel employed by the Bidder shall be capable employees, age 18 years or above, qualified in this type of work.
- I. It is the Bidder's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
- J. The Bidder's employees shall be required to dress neatly, commensurate with the tasks being performed.
- K. All School Board facilities are tobacco free. The School Board prohibits the use of tobacco in school buildings. Such prohibition also applies on school grounds, on school buses, and/or at any school-related event. Refer to Board Policies, 3215 - use of tobacco on school premises.
- L. It is the Bidders responsibility to see that every employee on the Bidder's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Bidder's responsibility to inform the School Board Representative(s) of all new employees promptly at time of employment. All visitors, including volunteers and Bidders, are to check in and out with the front office using the applicable software and must wear a badge indicating their visitor status. Refer to Board Policies, 9150 – School Visitors.

- M. The Bidder shall require employees to be dressed in their appropriate work attire when reporting for duty.
- N. The Bidder shall prohibit their employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.
- O. The Bidder shall require their employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.
- P. The School Board's Representative(s) will determine how the Bidder will receive access to the facility.
- Q. If keys are provided and lost, the Bidder will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
- R. When requested, the Bidder shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Bidder to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Bidder shall obtain a waiver from the employee authorizing the release to the SCHOOL BOARD of information acquired by the Bidder from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Bidder immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Bidder's employee, the Bidder will be obligated to cover the cost of the examination. If the test results indicate that the Bidder's employee was not involved in the incident, when the SCHOOL BOARD will pay for the cost of the examination.
- S. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY: The Bidder(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any School Board property, or at any school board activities. Violations may subject the Bidder and/or the Bidder's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this

Bidder presently holds. The Bidder(s) are required by this School Board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.

- T. Any Bidder's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Bidders (Employers) are required to report such convictions to the School Board within ten (10) workdays of receiving this information.
- U. The School Board is committed to the education and safety of its students and employees. To that end, any Bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each Bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.
- V. The Bidder shall strictly prohibit interaction between their employees and the student(s).
- W. Bidder's employees may not solicit, distribute or sell products while on School Board property.
- X. Friends, visitors or family members of the Bidder's employees are not permitted in the work area.
- Y. The Bidder shall adhere to all of the School Board's security standards.

3.30. BANKRUPTCY/INSOLVENCY

At the time of bid submittal, Bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the Bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

3.31. NEW MATERIAL

Unless otherwise provided for in this specification, the Bidder represents and warrants that the goods, materials, supplies, or components offered to the School Board under this Bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the School Board's interest, the Bidder shall so notify the School

Board Buyer in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may accrue to the School Board if the Buyer authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

3.32. DAMAGES

Due to the nature of the services to be provided and the potential impact to the School Board for loss of Door & Lock Hardware Discount Catalog Bid, the Bidder cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Bidder shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

3.33. LITIGATION

Bidders shall submit details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, with the exception of immaterial claims which are defined herein as claims with a possible value of less than \$25,000.00 or which have been resolved for less than \$25,000.00. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, School Board, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the Bidder.

3.34. PREFERENCE TO FLORIDA BUSINESSES

Effective July 1, 2012, when a School Board is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a Bidder whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the School Board shall award an equal preference to the lowest responsible and responsive Bidder having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a Bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Bidders having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in the State of Florida shall be 5 percent. F.S. 287.084(1)(a).

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

Please complete the form titled “Bidder’s Statement of Principal Place of Business” and include it with your submittal.

4. General Terms and Conditions

4.1. GENERAL INFORMATION ABOUT THE DISTRICT

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity controlled and operated by District school officials in accordance with Chapter 1001, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies which govern the District’s schools and departments. The Superintendent of Schools is responsible for the administration and management of the schools and departments within the applicable parameters of state law, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District per Florida Statutes as prescribed by the State Board of Education.

4.2. DISTRICT DEMOGRAPHICS

The District is coterminous with School Board. The District currently operates 85 traditional schools including 57 Elementary Schools, 12 Middle Schools, 5 Jr/Sr. High Schools and 11 High Schools, as well as 14 public charter schools and 11 alternative sites/special centers. The total full-time K-12 enrollment of public school students as of October 13, 2023 was 74,117. In 2019, according to the National Center of Education Statistics, the District was reported as the 11th largest school district in the State of Florida and the 50th largest school district in the United States, as ranked by student population. The District is the largest employer in Brevard County with approximately 8,000 employees.

4.3. POSTING OF SOLICITATION CONDITIONS/SPECIFICATIONS

This solicitation will be posted for review by interested parties on OpenGov web site [Procurement Portal \(opengov.com\)](https://www.opengov.com) and will remain posted up to and including the Due Date of this solicitation. In accordance with Section 120.57(3), Florida Statutes, with respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Failure to file a specification protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceeding under Chapter 120, Florida Statutes.

4.4. CONE OF SILENCE

In accordance with Board Policy 6320, titled "Procurement and Contracting", A "cone of silence" is hereby established for all competitive selection processes including Invitations to Bid (ITB), Request for Proposal (RFP), Invitations to Negotiate (ITN), and Request for Qualifications (RFQ) for the provision of commodities and contractual services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same. The cone of silence prohibits any communication regarding a competitive solicitation between: a potential vendor, service provider, bidder, lobbyist, or consultant and the staff of the District, including school principals and department directors; and a potential vendor, service provider, bidder, lobbyist, or consultant and any one (1) or more of the Board members or member-elects. The cone of silence commences after the competitive solicitation is publicly issued and terminates at the time the Board or Superintendent or designee acts on a written recommendation from the District's Procurement and Distribution Services department regarding contract award. A potential vendor, service provider, bidder, lobbyist, or consultant shall direct any inquiries, suggestions or requests to the procurement representative listed within the solicitation. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

4.5. CLARIFICATION AND ADDENDA

- A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made in writing to the designated procurement representative listed within the solicitation named herein. The School Board will not be responsible for any oral representation(s) given by any employee, representative, or others. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.
- B. If it becomes necessary to revise or amend any part of this solicitation, notice may be obtained by accessing our web site. Respondents in their proposal shall acknowledge receipts of amendments. Each respondent shall ensure that they have received all addenda and amendments to this solicitation before submitting their proposal. Please check the web site at [Procurement Portal \(opengov.com\)](http://Procurement Portal (opengov.com)) for any addenda. The District will not mail/fax/email addenda to prospective respondents.

4.6. PUBLIC OPENING

The solicitation proposals shall be opened at the date, time and place listed herein, or as amended in the form of an addenda. Only the names of the respondents submitting a proposal will be read aloud at the public opening. A list of the respondents submitting proposals will be posted to [Procurement Portal \(opengov.com\)](https://opengov.com) within 1-3 business days. In accordance with Section 119.071(1)(b), Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier. 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 Section 119.07(1), Florida Statutes, and Section 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 twelve (12) months after the initial agency notice rejecting all bids, proposals, or replies.

4.7. EXECUTION OF SOLICITATION

The proposal shall contain a manual or digital signature in the space(s) provided of a representative authorized to legally bind the respondent to the provisions therein. All spaces requesting information from the respondent shall be completed. Proposals shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the respondent to any entry must be initialed.

4.8. DISCLOSURE OF SOLICITATION CONTENT

- A. All material submitted becomes the property of the District and may be returned only at the District's option. The District has the right to use any or all ideas presented in any reply to this solicitation. Selection or rejection of any proposal does not affect this right.
- B. The District is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The District will not disclose such Confidential Materials, subject to the conditions detailed within the agreement, which is attached to this solicitation. When such segregated and labeled materials

are received with an executed agreement, the District shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information." RETURN THE NON-DISCLOSURE AGREEMENT ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SOLICITATION. PLEASE READ THE SECTION IN THE SOLICITATION DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

4.9. INCURRED EXPENSES

This solicitation does not commit the School Board to award a contract nor shall the District be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a proposal, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

4.10. PRICING

Unless otherwise specified, prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the District to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

4.11. MEETS SPECIFICATIONS

The respondent represents that their proposal to this solicitation shall meet or exceed the minimum requirements specified.

4.12. BRAND NAME OR EQUAL

If items requested by this solicitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Proposals offering "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the District to meet fully the salient characteristic requirements listed in the specifications. Unless the respondent clearly indicates in its proposal that it is proposing an "equal" product, the proposal shall be considered as offering the same brand name product referenced in the specifications. If the respondent proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of proposals and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the respondent. Procurement & Distribution Services is not responsible for locating or securing any information which is not identified in the proposal and reasonably available to Procurement & Distribution Services. To insure that sufficient information is available the respondent shall furnish as part of the

proposal all descriptive material necessary for Procurement & Distribution Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the respondent proposes to furnish and what the District would be binding itself to purchase by making an award.

4.13. SAMPLES

When required, samples of products shall be furnished with proposal to the District at no charge. Samples may be tested and will not be returned to the respondent. The result of any and all testing shall be made available upon written request.

4.14. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

4.15. LITERATURE

Upon request, the respondent shall furnish literature reasonably related to the products or services offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.16. TRAINING

Unless otherwise specified respondent may be required at the convenience of and at no expense to the District to provide training to District personnel in the operation and maintenance of any item purchased as a result of this solicitation.

4.17. SAFETY WARRANTY

Any successful respondent, including dealers, distributors, and/or manufacturers, shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

4.18. WARRANTY

The respondent agrees that, unless otherwise specified, the product and/or service furnished as a result of this solicitation and award thereof shall be covered by the most favorable commercial warranty the respondent gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the solicitation. Respondent warrants the services furnished under an awarded contract shall be free of defective material and workmanship, and shall

otherwise perform in accordance with required performance criteria, for a period of one (1) year from the date of acceptance. Equipment provided must include the manufacturer's warranty, the successful respondent shall fully guarantee all items furnished hereunder against defect in material and workmanship for the manufacturer's normal period of time from date of acceptance by the District. Should any defect in material or workmanship appear, excepting ordinary wear and tear, during the warranty period, the successful respondent shall repair or replace same at no cost to the District immediately upon written notice from the District. All warranty paperwork shall be included with Deliverables prior to acceptance by the District.

4.19. ACCEPTANCE

Products purchased as a result of this solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at respondent's expense. Those items and items not delivered by the delivery date specified in an accepted proposal and/or via a purchase order may be purchased on the open market. Any increase in cost may be charged against the respondent.

4.20. OTHER AGENCIES

- A. All respondents awarded contracts from this solicitation may, upon mutual agreement with the successful respondent(s), permit any school board, community college, state university, municipality or other governmental entity, to include public charter schools to participate in the contract under the same prices, terms, and conditions.
- B. Further, it is understood that each entity will issue its own purchase order to the successful respondent(s).

4.21. COLLUSION

The School Board of Brevard County, Florida reserves the right to disqualify proposals upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the process in a manner that conflicts with applicable law, upon the part of the respondent(s), respondent's employees or agents, the District's Professional Consultant(s), or Consultant's agents, or any District employee(s) who may, or may not, be involved in the development of specifications and/or firm schedules. Multiple proposals from an individual, partnership, corporation, association (formal or informal) or respondent under the same or different names shall not be considered. Reasonable grounds for believing that a respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such respondent is believed to have an interest. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the respondents, the District's Professional Consultant(s), or District employees. Respondents involved in developing a specification or respondents with knowledge of specifications prior to an advertisement shall be disqualified from participating in the solicitation process.

4.22. MINIMUM SPECIFICATIONS

The specifications listed in the Scope of Services are the minimum required performance specifications for this solicitation. They are not intended to limit competition nor specify any particular respondent, but to ensure that the District receives quality services.

4.23. FORCE MAJEURE

The District and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this solicitation and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred. Force Majeure will include epidemics and quarantine restrictions as acts of God and governmental law and regulation.

4.24. RESPONDENT'S PERSONNEL

The respondent shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.

The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

Any information concerning the District, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to an agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the District.

4.25. KEY PERSONNEL

Respondent's Key Personnel (if any) shall be identified in the proposal, and may include employees, agents, subcontractors, or other personnel of the respondent. The respondent agrees that in the event it becomes necessary for the respondent to change Key Personnel while performing Services under an awarded contract, substitution of Key Personnel shall take place only upon the District's prior written consent. Failure to notify the District prior to the change of Key Personnel, or a substantial change in Key Personnel as determined by the District, may be sufficient cause for Termination.

4.26. TERMS & CONDITIONS

The terms and conditions contained in this solicitation shall apply to all Purchase Orders issued under this solicitation unless the District specifically details other terms on the Purchase Order. The District and the respondent should take care to ensure that project specific changes to these terms are as explicit as possible. All inconsistencies will be resolved in the best interests of the District.

4.27. ADVERTISING

The successful respondent shall not publicly disseminate any information concerning the resulting contract without prior written approval from the District, including, but not limited to mentioning the contract in a press release or other promotional material, identifying the District, Individual Departments, District Personnel, as a reference, or otherwise linking the District's name and either a description of the contract or the name of the District, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

4.28. SECURITY AND CONFIDENTIALITY

The successful respondent shall comply fully with all security procedures of the District in performance of the contract. The successful respondent or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the District. The successful respondent shall not be required to keep confidential information or material that is

publicly available through no fault of the successful respondent, material that the successful respondent developed independently without relying on the District's confidential information or material that is otherwise obtainable under Florida law as a public record. To insure confidentiality, the successful respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the contract.

4.29. TOBACCO

The School Board prohibits the use of tobacco products on school grounds, in school buildings and facilities, on school property, or at school-related or school-sponsored events. Refer to Board Policy 3215 - Tobacco Use.

4.30. SCHOOL SECURITY

Respondent acknowledges and understands that the goods or services contemplated under this solicitation that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the schools, protect students and staff, and otherwise comply with applicable law, the respondent (successful respondent) agrees to the following provisions and agrees that the failure of the respondent to comply with any of these provisions may result in the termination of a resulting contract by the District:

- A. **Unauthorized Aliens.** The District considers the employment of unauthorized aliens by the successful respondent, or any of successful respondent's sub-contractors, a violation of the Immigration and Naturalization Act. The successful respondent shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is performing services, the successful respondent shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
- B. **Possession of Firearms.** Possession of firearms is not permitted on District property. No person who has a firearm in his/her vehicle may park his/her vehicle on District property. If any employee/independent contractor of the successful respondent, or any of its sub-contractors, is found to have brought a firearm(s) on to District property, said employee/independent contractor shall be immediately removed and terminated from the project by the successful respondent. If a sub-contractor fails to terminate said employee/independent respondent, the successful respondent shall terminate its agreement with the sub-contractor. If the successful respondent fails to terminate said employee/independent contractor or fails to terminate the agreement with a sub-contractor who fails to terminate said employee/independent contractor, the District may terminate any awarded contract. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the

action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

- C. **Criminal Acts.** Employment on the project by the successful respondent, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence, or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the successful respondent agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate an awarded contract if the successful respondent does not comply with this provision.
- D. **Possession/Use/Under the Influence of Mind Altering Substances.** Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the successful respondent's employee/independent contractor or its sub- contractor's employees/independent contractors, will not be tolerated on District property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on District property, said employee/independent contractor shall be removed and terminated from the project by the successful respondent. If a sub-contractor fails to terminate said employee/independent contractor, the agreement with the sub-contractor for the project shall be terminated by the successful respondent. If the successful respondent fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor or fails to terminate the agreement with the sub- contractor who fails to terminate said employee/independent contractor, the District may terminate an awarded contract.
- E. **Compliance with the Jessica Lunsford Act.** Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the Level 2 screening requirements of the Florida Statutes and School Board policies. The required Level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of an awarded

contract. The cost of this Level 2 screening shall be borne by the successful respondent.

4.31. FERPA

To the extent services provided hereunder pertain to the access to student information, Respondent shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information.

4.32. PAYMENT TERMS

- A. The District will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the District will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after receipt of the entire order of the commodity or service, and a properly completed invoice, whichever is later.
- C. The District has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).
- D. By submitting a proposal to the District, the respondent expressly agrees that if awarded a contract, the District may withhold from any payment, monies owed by the respondent to the District for any legal obligation between the respondent and the District.
- E. The District shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Sections 218.70 – 218.80, Florida Statutes.)

4.33. CONFLICT OF INTEREST FORM

All respondents shall complete the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

4.34. LICENSES AND CERTIFICATES

- A. The District reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and the laws the State of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;
- B. Each respondent and personnel who will be performing services on behalf of the respondent for the District are to be properly licensed to do business in its area of

expertise in the State of Florida. Each respondent shall submit, with its proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of an awarded contract.

4.35. TAXES

The School Board of Brevard County, Florida is exempt from Federal and State Sales and Use Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012621745C-3. A copy of the District's Tax Exempt Certificate is available upon request and on the District's website at www.Brevardschools.org. Respondents doing business with the District shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any respondent be authorized to use the District's Tax Exemption Number in securing such materials.

4.36. AMERICANS WITH DISABILITIES ACT OF 1990

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School Board of Brevard County, shall contact Procurement & Distribution Services at 321-633-1000, at least five (5) days prior to the scheduled opening or meeting.

4.37. PATENTS, COPYRIGHT, AND ROYALTIES

The respondent, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the District. If the respondent uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved. The District reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for District purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support. 7 CFR 3016.36(i) (9) The District reserves a royalty- free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for District purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 7 CFR 3016.36(i) (8).

4.38. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135, Florida Statutes, "A company that, at the time of submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.” Section 215.473, Florida Statutes, defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.” By submitting a proposal to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Any respondent awarded a contract as a result of this solicitation shall be required to recertify at each renewal of the contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The District may terminate any contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the District reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, propose on, submit a proposal for, or enter into or renew a contract, should the District determine that the conditions set forth in Section 287.135(4), Florida Statutes, are met.

4.39. FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS

Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their “active” status. All registered respondents must have an active status in order to be eligible to do business with the District. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company’s complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

4.40. PUBLIC RECORD

The District is governed by the Public Records Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119, Florida Statutes, only trade secrets as defined in Section 812.081, Florida Statutes, and Section 119.071(1)(c), Florida Statutes, shall be exempt from disclosure. The Florida Legislature enacted Section 119.0701, Florida Statutes, which requires that all contractors comply with Florida’s public record laws with respect to services performed on behalf of the District. Specifically, the statute requires that contractors:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

- B. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by 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.
- 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 upon termination of the contract 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 District in a format that is compatible with the information technology systems of the District.
- E. The failure of the successful Respondent to comply with the provisions set forth in this Article, if applicable, shall constitute a default and material breach of the resulting contract, which may result in immediate termination, with no penalty to the District.
- F. IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 321-633-1000 ext. 11453. RECORDSREQUEST@BREVARDSCHOOLS.ORG. THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940.**

4.41. GOVERNING LAWS AND VENUE

All legal proceedings brought in connection with an awarded contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Brevard County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each respondent agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with an awarded contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction, and enforcement of any terms, covenants, or conditions of an awarded contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

4.42. COMPLIANCE WITH LAWS AND REGULATIONS

Respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify the School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to an awarded contract from the Federal Government, State of Florida, Brevard County, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

4.43. INDEMNIFICATION OF SCHOOL BOARD

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless SCHOOL BOARD, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs, and attorneys' fees at the pre-trial, trial, and appellate levels, arising out of, resulting from, or incidental to CONTRACTOR's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of CONTRACTOR or other persons employed or utilized by CONTRACTOR in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification is in addition to and not in lieu of any other remedy available under this Agreement or otherwise. CONTRACTOR's available insurance under this Agreement, or otherwise, will not diminish or limit this indemnification obligation in any way. The remedy provided to the Indemnitees by this indemnification survives this Agreement. The provisions of this Section specifically survive the termination of this Agreement. The provisions of this Section are intended to require the CONTRACTOR to furnish the greatest amount of indemnification allowed under Florida law. If any indemnification requirement in this Agreement violates any law, the Parties agree the provision requires the greatest level of indemnification by the CONTRACTOR to the Indemnitees allowable under Florida law. CONTRACTOR acknowledges that indemnification by the SCHOOL BOARD may be unenforceable under Florida law and that the SCHOOL BOARD does not waive any legal defense based on the unenforceability of such indemnification position. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from BPS's sole gross negligence or intentional misconduct. The agreement to indemnify, as outlined in this section, includes an obligation for Contractor to indemnify BPS for liability for any negligence on the part of BPS until/unless both Contractor and BPS agree that BPS was solely negligent. If the question of "solely negligent" should arise, a court agreeable to both Parties may be engaged to settle this dispute.

Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of, BPS's sovereign immunity protection and limitations of liability pursuant to Section 768.28, F.S. Any indemnity or assumption of liability by BPS hereunder shall be subject to BPS's rights to sovereign immunity and any other limitations of liability provided BPS pursuant to Florida law.

4.44. WAIVER OF TRIAL BY JURY

Respondent and the District hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to an awarded contract for any litigation related to or arising from this solicitation and resulting contract.

4.45. PREVAILING GUIDELINES

For purposes of this solicitation and evaluation of proposals hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

4.46. CLARIFICATION/CORRECTION OF ENTRY

The District reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

4.47. MINOR IRREGULARITIES

The District reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the District. Minor irregularities are defined as those that have no adverse effect on the District's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

4.48. ADDITIONAL TERMS & CONDITIONS

The District reserves the right to reject proposals containing terms or conditions contradictory to those requested in the solicitation specifications.

4.49. DISCOUNTS

All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.

4.50. DEVIATIONS

All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the specifications. Such deviations must be stated upon the Proposal Form, otherwise the District will consider the subject proposals as being made in strict compliance with said specifications to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby

advised that the District will only consider proposals that meet the exact requirements imposed by the specifications; except, however, said proposals may not be subject to such rejection where, at the sole discretion of the District, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the solicitation process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

4.51. AWARD

The District reserves the right to award the contract to the respondent(s) that the District deems to offer the best overall proposal(s). The District is therefore not bound to accept a proposal on the basis of lowest price. In addition, the District, at its sole discretion, reserves the right to cancel this solicitation, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the District to do so. The School Board also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the District's best interest. The District reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the District reserves the right to negotiate and recommend award to the next highest respondent or subsequent respondents until an agreement is reached.

4.52. PROTESTS

Solicitation or contract award protests shall be resolved under procedures set forth in this policy and in conformity with the requirements of F.S. 120.57(3) and the Uniform Rules at F.A.C. Chapters 28-106 and -110, and Board Policy 6320, Section Titled "Protests Arising from Solicitation or Contract Award Process".

4.53. WARRANTY OF AUTHORITY / SERVICE AGREEMENT

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

4.54. CONTENT OF INVITATION/RESPONSE

The contents of this solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded proposal thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL TERMS AND CONDITIONS."

4.55. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the successful respondent and the School Board of Brevard County for any terms and conditions not specifically stated in this solicitation.

4.56. CONTRACT/RESPONDENT RELATIONSHIP

- A. The District reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the District.
- B. Any successful respondent shall provide the services required herein strictly under a contractual relationship with the District and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent contractor, the successful respondent shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-contractor's wages or salaries. Benefits for same shall be the responsibility of the respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation. The respondent shall hire, compensate, supervise, and terminate members of its work force and shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
- C. The respondent shall not be provided special space, facilities, or equipment by the District to perform any of the duties required by the contract nor shall the District pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.
- D. The respondent shall not be exclusively bound to the District and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the District.

4.57. VIOLATIONS

Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the respondent being removed from the District's contractor list and the respondent being disqualified from doing business with the District for a period of time to be determined on a case-by-case basis.

4.58. RIGHT TO REQUIRE PERFORMANCE

- A. The failure of the District at any time to require performance by the respondent of any provision hereof shall in no way affect the right of the District thereafter to enforce same, nor shall waiver by the District of any breach of any provision hereof

be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

- B. In the event of failure of the respondent to deliver services in accordance with the contract terms and conditions, the District, after due written notice, may procure the services from other sources and hold the respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the District may have.

4.59. SUSPENSION OF WORK

The District's Authorized Representative may in its sole discretion suspend any or all activities under the contract, at any time, when in the best interest of the District to do so. The District's Authorized Representative shall provide the successful respondent written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the successful respondent shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the successful respondent, the District's Authorized Representative shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract. Suspension of work shall not entitle the respondent to any additional compensation.

4.60. MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

The District shall have the power to make changes in the awarded contract as the result of changes in law and/or rules of the District to impose new rules and regulations on the respondent under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The District shall give the respondent notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the respondent. In the event any future change in Federal, State or County law or rules of the School Board materially alters the obligations of the respondent, or the benefits to the District, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the respondent, then the respondent or the District shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The District and respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the District and the respondent shall negotiate in good faith, a reasonable

and appropriate adjustment for any changes in services or other obligations required of the respondent directly and demonstrably due to any modification in the contract under this clause.

4.61. CHANGES IN SCOPE OF WORK/SERVICE

- A. The District may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the District's Representative (the District's Director of Procurement & Distribution Services) and the respondent.
- B. If the respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the District's Representative in writing of this belief. If the District's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The District reserves the right to negotiate with the successful respondent(s) without completing the competitive solicitation process for materials, products, and/or services similar in nature to those specified within this solicitation for which requirements were not known when the solicitation was released.

4.62. SCHOOL BOARD RULES, POLICIES AND PROCEDURES

The rules, policies, and procedures of the Superintendent and the School Board are binding on the parties. Specifically, the respondent is bound to understand the limitations on the staff of the District with whom the respondent or its consultants, subcontractors and agents/employees may deal. Personnel of the District are unauthorized to change the scope of work or to authorize any modification to the contract unless there is a specific policy, procedure or rule of the Superintendent or School Board that expressly confer such authority. All procedures, rules and policies concerning change orders are binding upon the respondent and the respondent is presumed to have read and understood all applicable policies, procedures and rules of the Superintendent and School Board.

4.63. UNUSUAL COSTS

The respondent may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The respondent's request shall contain substantial proof and justification to support the need for the rate adjustment. The District may request from the respondent, and the respondent shall provide, such further information as may be reasonably necessary in making its determination. The District shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change and prices go down.

4.64. ASSIGNMENT

The respondent shall not sell, assign or transfer any of its rights, duties or obligations under the awarded contract, or under any purchase order issued pursuant to the contract, without the prior written consent of the District. In the event of any assignment, the respondent remains secondarily liable for the performance of the contract, unless the District expressly waives such secondary liability. The District may assign the contract with prior written notice to respondent of its intent to do so. For the purpose of the awarded contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by respondent or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in respondent, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in respondent. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in respondent; (3) sale of common stock of respondent pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in respondent; (4) transfer of any interest in respondent in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in respondent in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

4.65. FUNDING OUT/TERMINATION/CANCELLATION

- A. Florida School Laws prohibit school boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- B. It is necessary that fiscal funding out provisions be included in all awarded contracts in which the terms are for periods longer than one (1) year.

- C. Therefore, the following funding out provisions is an integral part of this proposal and must be agreed to by all respondents: The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days' prior written notice to the successful respondent.

Such written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. "This written notification will thereafter release the District of all further obligations in anyway related to the services covered herein."
3. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

4.66. AVAILABILITY OF FUNDS

The obligations of the District under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

4.67. RESPONDENT PERFORMANCE

The District's project personnel shall monitor the respondent's performance. A 'Report of Unsatisfactory Product or Service' form (attached) shall be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the respondent's history. The report and process will assist Procurement & Distribution Services to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of the respondent from submitting future proposals.

4.68. TERMINATION / CANCELLATION OF CONTRACT

The District reserves the right to cancel the contract without cause with a minimum thirty (30) days' written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract. The respondent may cancel the resulting contract with one hundred twenty (120) days' written notice to the Director of Procurement & Distribution Services. Failure to provide proper notice to the District may result in the respondent being barred from future business with the District.

4.69. TERMINATION FOR SCHOOL BOARD'S CONVENIENCE

The performance of work under the awarded contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the District. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the District shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with the contract, until the termination date and shall have no further obligation to perform services after the termination date.

4.70. TERMINATION FOR DEFAULT

The District's Contract Administrator shall notify, in writing, the respondent of deficiencies or default in the performance of its duties under the awarded contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the District's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to acts of God.

4.71. AUTHORITY TO DEBAR OR SUSPEND

In accordance with Board Policy 6320, titled "Procurement and Contracting", the Director of Procurement and Distribution Services shall have the authority to debar a person/corporation, for cause, from consideration or award of further agreements. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period. The term "debar" or "debarment" means to remove a vendor from consideration of award in a competitive solicitation for District work and may include termination of existing contracts for cause.

4.72. CLAIM NOTICE

The respondent shall immediately report in writing to the District's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the District in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at the District project site.

4.73. WAIVER OF CLAIMS

Once this contract expires, terminated or final payment has been requested and made, the successful respondent shall have no more than thirty (30) calendar days to present or file any claims against the District concerning this contract. After that period, the District will consider the respondent to have waived any right to claims against the District concerning an awarded contract.

4.74. RECORDS & RIGHT TO AUDIT

The respondent shall maintain such financial records and other records as may be prescribed by the District or by applicable federal and state laws, rules, and regulations. The respondent shall retain these records for a period of five (5) years after final payment, or until they are audited by the District, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the District, its designees, or other entities authorized by law.

4.75. E-VERIFY

E-Verify. Under Section 448.095, Fla. Stat., Contractor shall use the U.S. Agency 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. 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. Contractor must provide evidence of compliance with 448.095, Fla. Stat.—Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

4.76. USE OF COERCION FOR LABOR AND SERVICES

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

4.77. FEDERAL TERMS AND CONDITIONS

For any solicitation or agreement that involves, receives, or utilizes Federal funding, the Federal Terms and Conditions shall be considered a part of the solicitation and resulting award, or agreement and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the agreement.

4.78. POLITICAL & IDEALOGICAL INTERESTS

Respondents are hereby notified that, pursuant to Section 1010.04(5), Florida Statutes, the School Board of Brevard County will not request or consider documentation of a respondent's social, political, or ideological interests in determining whether the vendor is a responsible vendor.

4.79. NON-ACADEMIC \$1MM

Effective July 1, 2016, per SB350, it states "Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the procurement agreements and state term contracts available under s. 287.056 have been reviewed" Buyer shall:

- Check the State website for procurement agreements and determine if they are well suited for our needs and provide an economic advantage:

http://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements

4.80. EQUAL EMPLOYMENT OPPORTUNITY (WHERE APPLICABLE)

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4.81. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (WHERE APPLICABLE)

All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4.82. CLEAN AIR AND WATER POLLUTION ACTS (WHERE APPLICABLE)

Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4.83. BYRD ANTI-LOBBYING AMENDMENT (WHERE APPLICABLE)

Respondents that bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

4.84. FUNDING AGREEMENT (RIGHTS TO INVENTIONS) (WHERE APPLICABLE)

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

4.85. ENERGY POLICY AND CONSERVATION ACT (WHERE APPLICABLE)

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

4.86. RECOVERED MATERIALS (WHERE APPLICABLE)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid

waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. 25-0472-B-LW Discount Catalog Bid

25-0472-B-LW BID TAB SHEET

Line Item	Manufacturers	Additional Manufacturers	Unit of Measure	Discount Percentage	No Bid
Percentage Discount Off List					
1	A-1	N/A	Each		
2	Adams Rite	N/A	Each		
3	Compx	N/A	Each		
4	Corbin-Russwin	N/A	Each		
5	Don-Jo	N/A	Each		
6	HPC	N/A	Each		
7	Jackson	N/A	Each		
8	Kaba	N/A	Each		
9	Lab	N/A	Each		
10	LCN	N/A	Each		
11	Lucky Line	N/A	Each		
12	Major Mfg.	N/A	Each		
13	Pro-Lock	N/A	Each		
14	S. Parker	N/A	Each		
15	Sargent & Greenleaf	N/A	Each		
16	Schlage	N/A	Each		

Line Item	Manufacturers	Additional Manufacturers	Unit of Measure	Discount Percentage	No Bid
17	VonDuprin	N/A	Each		
Additional Manufacturers					
18	Addtnl #1		Each		
19	Addtnl #2		Each		
20	Addtnl #3		Each		
21	Addtnl #4		Each		
22	Addtnl #5		Each		
23	Addtnl #6		Each		
24	Addtnl #7		Each		
25	Addtnl #8		Each		
26	Addtnl #9		Each		
27	Addtnl #10		Each		
28	Addtnl #11		Each		
29	Addtnl #12		Each		
30	Addtnl #12		Each		

6. Bid Submission

For upload items, electronic files must be in a common format accessible by software programs the District uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Respondents will not secure, password protect or lock uploaded files; the District must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the District to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches.

6.1. ITB Bid Acknowledgement and Standard Terms & Conditions *

Please download the below documents, complete, and upload.

- [ITB Bid Acknowledgement and...](#)

*Response required

6.2. References*

Please download the below documents, complete, and upload.

- [References Form.pdf](#)

*Response required

6.3. Certified Business Program*

Does the bidder have an official business certification as issued by the State of Florida Office of Supplier Diversity or other government agency?

☐ Yes

☐ No

*Response required

When equals "Yes"

6.3.1. *Certified Business Program Reciprocity Affidavit**

Please download the below documents, complete, and upload with copies of applicable certifications.

- [Certified Business Program ...](#)

*Response required

6.4. Is the Bidder's Principal Place of Business Florida?*

☐ Yes

☐ No

*Response required

When equals "No"

6.4.1. *Bidder's Statement of Principal Place of Business**

Please download the below documents, complete, and upload.

- [Bidder's Statement of Princ...](#)

*Response required

6.5. Use of Coercion for Labor and Services*

Respondent shall confirm they do not engage in or permit the use of coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Download the below document, complete, and upload.

- [Human Trafficking Affidavit...](#)

*Response required

6.6. Local Business Tax Receipts

6.6.1. *Permanent Business Jurisdiction**

Provide the State and County or City where the permanent business location resides.

*Response required

6.6.2. *Is the Bidder exempt from Local Business Tax Receipts?**

☐ Yes

☐ No

*Response required

When equals "Yes"

6.6.3. *Reason of Exemption**

Upload documentation from above listed jurisdiction stating reason for exemption.

*Response required

6.6.4. *Does the above listed jurisdiction issue business tax receipts?**

☐ Yes

☐ No

*Response required

When equals "Yes"

6.6.5. *Local Business Tax Receipt**

Provide a copy of the Local Business Tax Receipt.

*Response required

6.7. Payment Information

6.7.1. *Do you accept electronic funds transfer (ETF)?**

☐ Yes

☐ No

*Response required

When equals "Yes"

6.7.2. *If yes, does your firm offer a discount? **
Enter Percentage

*Response required

6.7.3. *Do you accept Purchase/Payment by Visa card?**

☐ Yes

☐ No

*Response required

When equals "Yes"

6.7.4. *Purchase/Payment by Visa Card**

Please confirm that by accepting payment via Visa Card, no additional transaction or processing fees shall be added to the price. All fees must be included in the submitted response pricing.

☐ Please confirm

*Response required

6.8. Confidential Materials Acknowledgement

6.8.1. *This Acknowledgement is valid as of the date of the submittal of a response to the solicitation.**

☐ There ARE NOT Confidential Materials included as part of the Respondent's submittal to this solicitation.

☐ There ARE Confidential Materials included as part of the Respondent's submittal to this solicitation.

*Response required

6.9. Additional Submittal Requirements

6.9.1. *Bidder(s) submitting fixed percentage discount off internet pricing must indicate the web address where pricing may be found and, (if applicable) associated username and password. **

☐ Yes

☐ No

*Response required

When equals "Yes"

6.9.2. *web address and, If applicable associated name and password**

*Response required

6.9.3. *Bidder(s) submitting an electronic price list must submit an appropriate web address or include the list in .pdf format.**

☐ Yes

☐ No

*Response required

When equals "Yes"

6.9.4. *web address or list in .pdf format**

*Response required

7. Insurance

All contractors will carry and maintain policies as described below. All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the School Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board. The Certificate Holder shall be names as below:

The School Board of Brevard County, Florida

2700 Judge Fran Jamieson Way

Viera, FL 32940

7.1. Product Liability and/or Completed Operations Insurance:

All Contractors whose work for BPS includes products or services that have the potential to cause property damage or bodily injury are required to carry this insurance to the limit listed below. This includes but is not limited to Contractors such as manufacturers of goods and medicines, general contractors, other construction industry tradespeople, caterers, food distributors, and retailers.

Negligence Including Bodily Injury and Property Damage	\$1,000,000
Products - Completed Operations Aggregate	\$2,000,000

8. Definitions

As used in this Bid, the following terms shall have the meanings set forth below:

8.1. Bidder:

That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid for the purpose of obtaining business with the School Board to provide the product and/or services set forth herein.

8.2. Contract Administrator:

The School Board's Director of Procurement & Distribution Services or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the School Board Chair or authorized designee.

8.3. Contract:

The document resulting from this solicitation between the School Board and the Bidder, including this solicitation, along with any written addenda and other written documents, which are expressly incorporated by reference.

8.4. Bidder's Project Manager:

The Project Manager has responsibility for administering this contract for the awarded Bidder(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

8.5. Day:

The word "day" means each calendar day or accumulation of calendar days.

8.6. Director:

The Director is the Director of Procurement & Distribution Services for the School Board.

8.7. Exceptions to Bid:

An exception is defined as the Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the bid.

8.8. Person to Persons:

An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

8.9. School Board:

The word School Board refers to the elected officials of the School Board of Brevard County, Florida, its duly authorized representatives, and any school, department, or unit within the School Board.

8.10. School Board's Project Manager(s):

The Project Manager(s) have responsibility for the day-to-day administration of the resulting contract for the School Board and will be designated prior to award of the resulting purchase order.

8.11. Using Agency:

The term “using agency” used herein refers to any school, department, committee, authority, or another unit in the School Board using supplies or procuring contractual services as provided for in the Procurement Department of the School Board.

9. **Submittal Instructions**

9.1. Training Resources for Vendors

Screen Shots:

Instructions for the new eProcurement System: The following link will help you [Get Started](https://opengov.my.site.com/support/s/article/c7a5affa-e073-4d5a-8d87-b6eadcf343a9) (<https://opengov.my.site.com/support/s/article/c7a5affa-e073-4d5a-8d87-b6eadcf343a9>) and will include vendor guides for using the system. Below are additional screen shots for support.


All Video Guides: OpenGov Procurement Vendor Training

1. [New Supplier Account](#)
2. [Submit a Bid or Proposal](#)
3. [Updating Your Company Designation on a Solicitation](#)
4. [Vendor Selection of Category Codes](#)
5. [How To Subscribe To Organizations And Find Active RFPs & Bids](#)
6. [Login Process](#)
7. [How to Edit or Withdraw your Proposal after it's been Submitted](#)
8. [How to Submit a Question](#)
9. [Viewing Bid Results](#)

A series of video guides can be accessed at this link for additional Vendor Training: [Video Trainings](#)

9.2. OpenGov Technical Support

Technical support for an eProcurement system plays a vital role in ensuring smooth operations. You can call or email technical support using the information below.

- **Phone:** (650) 336-7167
- **Email:** support@support.opengov.com
- **Issue Log:** <https://opengov.my.site.com/support/s/contactsupport/incident>
- **Live Chat:** Click on the circle blue icon  at the bottom right of the screen.

9.3. Electronic Submission and Delivery Instructions

Parties interested in responding are required to submit electronically through the District's [eProcurement Portal](#) **prior to 2:00 pm EST on Tuesday, December 10, 2024**. Please upload all required documents as instructed in the section named [Vendor Questionnaire](#) electronically before the time and day listed in this solicitation. Responses must be received in the system prior to the deadline.

9.4. Withdrawal of Submission

Any Bidder or Proposer may withdraw their response via the District's [eProcurement Portal](#) **prior to 2:00 pm EST on Tuesday, December 10, 2024**.

9.5. Changes to the Solicitation Documents

The District reserves the right to change any part of these Instructions and Specifications any time prior to the solicitation opening. Any changes shall be in the form of addenda and will become a part of the solicitation documents and of the contract. A Respondent's failure to address the requirements of the addenda may result in the response not being considered. If the District determines that a time extension is required for the solicitation, the addenda will give the new submission date.

Addenda shall be acknowledged via the District's [eProcurement Portal](#) for the project Door & Lock Hardware Discount Catalog Bid (25-0472-B-LW). Respondents can view a list of addenda released by the District by clicking on "Addenda & Notices." While drafting a response, there is a section for "Addenda Confirmation" where Respondents must acknowledge each addenda released.

9.6. Deadline for Questions

The deadline to submit questions related to this solicitation is by 5:00 pm Tuesday, December 3, 2024.

Questions regarding this solicitation should be submitted directly through the District's eProcurement Portal Q&A function. Do not contact any District employee or official regarding this solicitation except Latalia Weaver, Procurement Agent II. Any questions submitted after the date and time specified may not be considered.

9.7. Follow these steps to submit your response electronically:

If you are already registered and need help logging in or retrieving your user information utilize the blue chat bubble visible on the lower right hand corner of the screen.

Click on the hyperlink for the District's [eProcurement Portal](#) to create your vendor profile.

Electronic Submission of Response

All Respondents are required to submit electronically via the District's eProcurement Portal. The electronic system will close submission exactly at the date and time set forth in this solicitation or as changed by addenda.

Respondents are responsible for submitting and having their response accepted before the closing time set forth in this solicitation or as changed by addenda. NOTE: It is the Proposer's sole responsibility to ensure their bid and document(s) are uploaded, transmitted, and arrive in time electronically. The District will have no responsibility for responses that do not arrive in a timely manner, no matter what the reason.

Upon closing of the Solicitation, Solicitation Results will be available on the eProcurement Portal.

In the case of a discrepancy between the electronic pricing schedule and any uploaded pricing schedule document, the electronic pricing will prevail.

Steps to Submit Your Electronic Proposal:

To submit an offer to the District, vendor must begin by clicking on the green DRAFT RESPONSE button.

<https://procurement.opengov.com/portal/brevardschools/projects/128766>

1. Acknowledge all Addenda
2. Answer all required vendor questions.
3. Upload all required document. Respondent may save their work and return.
4. Review your work and submit response when ready.
5. You will receive a confirmation email from OpenGov upon receipt of your submission.
6. Proposer may withdraw their submission at any time **prior to 2:00 pm EST** on Tuesday, December 10, 2024.

Note: If an addenda is issued after a response has been submitted, vendor must return to take steps below. Failure to do both steps may result in the response being deemed non-responsive.

1. Acknowledge the new addenda; and
2. Resubmit your response through the eProcurement Portal.

Do Not upload a Zip File: Unzip Your Files

Note: If your files are [zipped or] in a zip folder, you may need to unzip the files before uploading. The following instructions may be helpful to do so.

- A. Open File Explorer, and find the zipped folder.

- B. To unzip the entire folder, right-click to select Extract All, and then follow the instructions.
- C. To unzip a single file or folder, double-click the zipped folder to open it. Then, drag or copy the item from the zipped folder to a new location.

9.8. Vendor Registration Instructions & Customer Service information

Click here to register onto the District's [eProcurement Portal](#) hosted by OpenGov.

If you are already registered and need help logging in or retrieving your user information simply click on the blue chat bubble on the lower right hand corner of your screen or contact OpenGov at procurement-support@opengov.com for help at any time.

Customer Service

For assistance with e-bidding or uploading documents: Contact OpenGov via the blue chat bubble on the lower right hand corner of your screen or email at procurement-support@opengov.com.

Monday through Friday 5am - 5pm PST, except statutory holidays-- response time is typically less than ten minutes.