



The School Board of Brevard County, Florida
Procurement & Distribution Services

Sean Hynes, Director
2700 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940

[SOUTHERN LOCK AND SUPPLY] RESPONSE DOCUMENT REPORT

ITB No. 25-0472-B-LW

[Door & Lock Hardware Discount Catalog Bid](#)

RESPONSE DEADLINE: December 10, 2024 at 2:00 pm

Report Generated: Wednesday, December 11, 2024

Southern Lock and Supply Response

CONTACT INFORMATION

Company:

Southern Lock and Supply

Email:

acarter@southernlock.com

Contact:

Anthony Carter

Address:

10910 Endeavour Way
Largo, FL 33777

Phone:

(800) 282-2837 Ext: 151

Website:

www.southernlock.com

Submission Date:

Dec 9, 2024 11:58 AM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. ITB Bid Acknowledgement and Standard Terms & Conditions *

Pass

Please download the below documents, complete, and upload.

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

The_School_Board_of_Brevard_County_Attachment_B.pdf

2. References*

Pass

Please download the below documents, complete, and upload.

- [References Form.pdf](#)

References_Attachment_C.pdf

3. Certified Business Program*

Pass

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

No

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

Pass

Yes

5. Use of Coercion for Labor and Services*

Pass

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...](#)

Human_Trafficking_Affidavit.pdf

6. Local Business Tax Receipts

PERMANENT BUSINESS JURISDICTION*

Pass

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

Pinellas County Largo, FL

IS THE BIDDER EXEMPT FROM LOCAL BUSINESS TAX RECEIPTS?*

Pass

No

DOES THE ABOVE LISTED JURISDICTION ISSUE BUSINESS TAX RECEIPTS?*

Pass

Yes

LOCAL BUSINESS TAX RECEIPT*

Pass

Provide a copy of the Local Business Tax Receipt.

Business_Tax_Receipt_2024.pdf

7. Payment Information

DO YOU ACCEPT ELECTRONIC FUNDS TRANSFER (ETF)?*

Pass

Yes

IF YES, DOES YOUR FIRM OFFER A DISCOUNT? *

Pass

Enter Percentage

NO

DO YOU ACCEPT PURCHASE/PAYMENT BY VISA CARD?*

Pass

Yes

PURCHASE/PAYMENT BY VISA CARD*

Pass

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.

Confirmed

8. Confidential Materials Acknowledgement

THIS ACKNOWLEDGEMENT IS VALID AS OF THE DATE OF THE SUBMITTAL OF A RESPONSE TO THE SOLICITATION.*

Pass

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

9. Additional Submittal Requirements

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. *

Pass

Yes

WEB ADDRESS AND, IF APPLICABLE ASSOCIATED NAME AND PASSWORD*

Pass

Electronic_Access_Specialists-Website_Information.docx

BIDDER(S) SUBMITTING AN ELECTRONIC PRICE LIST MUST SUBMIT AN APPROPRIATE WEB ADDRESS OR INCLUDE THE LIST IN .PDF FORMAT.*

Pass

Yes

WEB ADDRESS OR LIST IN .PDF FORMAT*

Pass

Adams_Rite_May_20_2024_Pricelist.pdf

2024-LIST_SL.pdf

Corbin_Russwin_Price_Book_REV_7-24-24.pdf

2022-Discount6.xlsx

Hudson_Pricebook_8.8.24.xlsx

PL76-Simplex-Price_Book-USA-01-24.pdf

PL76-Simplex-PARTS-Price-Book-USA-01-24.pdf

Key_Blanks_and_Automotive_Equipment_MSRP_20241001.pdf

LCN_Price_Book_7-2024.pdf

SOUTHERN_LOCK_10-01-24.pdf

DISTPL-2024.pdf

PRO-LOK_JULY_2024_PRICING.pdf

Copy_of_LIST_PRICE_MAY_23_2022.xlsx

2024_Distributor_Price_List_-_FINAL_030124.xlsx

Schlage_Mechanical_Price_Book_7-2024.pdf

Von_Duprin_Price_Book_7-2024.pdf

PL77-BST_USA-Price_List-02-25.pdf

PL77-PHI_USA-Price_List-02-25.pdf

PL77-HI_USA-Price_List-02-25.pdf

Detex_3-2023-Price-List.pdf

Falcon_Price_Book_7-2024.pdf

Arrow_Price_Book_2024.pdf

2022May_pb_complete_v16.30_4-12-24.pdf

7000-0575_Commercial_Security_Price_List.pdf

A-001_American_Lock_Commercial_Price_List.pdf

Yale_Commercial_Price_Book_2024.pdf

Norton_Rixson_Price_Book_2024.pdf

PRICE TABLES

25-0472-B-LW BID TAB SHEET

[SOUTHERN LOCK AND SUPPLY] RESPONSE DOCUMENT REPORT
 ITB No. 25-0472-B-LW
 Door & Lock Hardware Discount Catalog Bid

Line Item	Manufacturers	Additional Manufacturers	Unit of Measure	Discount Percentage	No Bid
Percentage Discount Off List					
1	A-1	N/A	Each	No Bid	X
2	Adams Rite	N/A	Each	60%	
3	Compx	N/A	Each	46.65%	
4	Corbin-Russwin	N/A	Each	46.65%	
5	Don-Jo	N/A	Each	57%	
6	HPC	N/A	Each	30%	
7	Jackson	N/A	Each	50%	
8	Kaba	N/A	Each	52%	
9	Lab	N/A	Each	50%	
10	LCN	N/A	Each	52%	
11	Lucky Line	N/A	Each	32%	
12	Major Mfg.	N/A	Each	30%	
13	Pro-Lock	N/A	Each	23%	
14	S. Parker	N/A	Each	62%	
15	Sargent & Greenleaf	N/A	Each	48%	

[SOUTHERN LOCK AND SUPPLY] RESPONSE DOCUMENT REPORT
 ITB No. 25-0472-B-LW
 Door & Lock Hardware Discount Catalog Bid

Line Item	Manufacturers	Additional Manufacturers	Unit of Measure	Discount Percentage	No Bid
16	Schlage	N/A	Each	58%	
17	VonDuprin	N/A	Each	52%	
Additional Manufacturers					
18	Addtnl #1	BEST Locks, Keys, Cores	Each	62.5%	
19	Addtnl #2	BEST Parts	Each	54.5%	
20	Addtnl #3	American/Master	Each	52%	
21	Addtnl #4	Detex Complete Devices	Each	62.5%	
22	Addtnl #5	Detex Parts	Each	49%	
23	Addtnl #6	FALCON	Each	60.5%	
24	Addtnl #7	Hager Architectural Hinges	Each	77.5%	
25	Addtnl #8	Hager Roton Hinges Oversize Freight Charges Apply	Each	65%	
26	Addtnl #9		Each	No Bid	X
27	Addtnl #10		Each	No Bid	X

[SOUTHERN LOCK AND SUPPLY] RESPONSE DOCUMENT REPORT
ITB No. 25-0472-B-LW
Door & Lock Hardware Discount Catalog Bid

Line Item	Manufacturers	Additional Manufacturers	Unit of Measure	Discount Percentage	No Bid
28	Addtnl #11		Each	No Bid	X
29	Addtnl #12		Each	No Bid	X
30	Addtnl #12		Each	No Bid	X



THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
PROCUREMENT AND DISTRIBUTION SERVICES
2700 Judge Fran Jamieson Way
Viera, FL 32940

INVITATION TO BID
BIDDER'S ACKNOWLEDGEMENT

The School Board of Brevard County, Florida (School Board), solicits your company to submit a Bid. All terms, specifications, and conditions set forth in this ITB are incorporated by this reference into a submitted Bid. A Bid will not be considered responsive unless all conditions have been met. In the event of a conflict between the documents related to this ITB, the following order of precedence shall apply: Scope of Work, Special Terms & Conditions, Standard Terms & Conditions, and General Terms & Conditions. **All Bids must have an authorized signature in the space provided below.** All Bids must be received in the VendorLink online system on behalf of the School Board by the "Bid Due Date & Time." Bids may not be withdrawn for a period of sixty (60) days after the "Bid Due Date & Time" unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID.
BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

ITB NUMBER & TITLE: 25-0472-B-LW

LEGAL COMPANY NAME: Electronic Access Specialists, Inc
 (AS REGISTERED IN WWW.SUNBIZ.ORG OR AS REGISTERED IN YOUR STATE)

MAILING ADDRESS: 10910 Endeavour Way

CITY, STATE, ZIP: Largo, FL 33777

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 27-4576441

FLORIDA DIVISION OF CORPORATIONS DOCUMENT NUMBER: P11000005317

BY SIGNING BELOW, I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL CONDITIONS OF THIS ITB AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

BY SIGNING, I CERTIFY THAT I AGREE AND COMPLY FULLY WITH THE REQUIREMENTS FOUND IN THE SECTIONS BELOW:

- I. DRUG FREE WORKPLACE CERTIFICATION
- II. INSTRUCTIONS FOR DEBARMENT CERTIFICATION
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- IV. EMERGENCY / STORM RELATED CATASTROPHE ACKNOWLEDGEMENT
- V. NOTIFICATION REGARDING PUBLIC ENTITY CRIME AND DISCRIMINATORY VENDOR LISTS
- VI. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES
- VII. CONFLICT OF INTEREST
- VIII. CONFIDENTIAL MATERIALS ACKNOWLEDGEMENT

I RECOGNIZE THAT THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY BID AS IT DEEMS TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD.

AUTHORIZED SIGNATURE: 

NAME: Anthony Carter

TITLE: Commercial Sales Rep

DATE: 12-09-24

Additional Bid Submittal Requirements:

A. Local Business Tax Receipts

The jurisdiction in which the permanent business location resides Pinellas (County/City).

The above listed jurisdiction (must check one):

- ☒ Does issue local business tax receipts (formerly known as occupational licenses) and a copy of the local business tax receipt is included with bid submittal.
- ☐ Does not issue local business tax receipts.
- ☐ This does not apply as Bidder is exempt. Bidder must state reason of exemption and include documentation from jurisdiction stating exemption with bid submittal. _____

B. Bidder's Principal Place of Business

Identify state in which Bidder has its principal place of business: Florida

If Bidder's principal place of business is outside of the state of Florida, Bidder must complete the form *Bidder's Statement of Principal Place of Business*.

C. Bankruptcy/Litigation

Is your company in the process of any bankruptcy proceedings as herein described?

YES ☐ NO ☒

Is your company involved in any litigation as herein described?

YES ☐ NO ☒

D. Payment Information

Do you accept electronic funds transfer (ETF)?

YES ☒ NO ☐

If yes, does your firm offer a discount? 0 %

Do you accept Purchase/Payment by Visa card?

YES ☒ NO ☐

PRIMARY CONTACT NAME: Anne Lavelle

PRIMARY CONTACT TELEPHONE NUMBER: 727-541-5536

PRIMARY CONTACT E-MAIL: annelavelle@southernlock.com

SECONDARY CONTACT NAME: Anthony Carter

SECONDARY CONTACT TELEPHONE NUMBER: 727-541-5536

SECONDARY CONTACT E-MAIL: acarter@southernlock.com

STANDARD TERMS AND CONDITIONS

*** PLEASE READ CAREFULLY ***

I. DRUG FREE WORKPLACE CERTIFICATION

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

II. INSTRUCTIONS FOR DEBARMENT CERTIFICATION

- A. By signing the Bidder's Acknowledgement Form, you are agreeing to the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this Bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "Bid", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Bid is submitted for assistance in obtaining a copy of these regulations.
- E. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733).**

- A. The prospective lower tier participant certifies, by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

IV. EMERGENCY / STORM RELATED CATASTROPHE ACKNOWLEDGEMENT

Due to Acts of God, Acts of Terrorism or War, any Bidder working with the School Board shall acknowledge and agree to the following terms and conditions. This will allow the School Board to obtain Federal funding if available.

- A. It is hereby made a part of this solicitation that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School Board, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School Board.
- B. Bidder agrees to rent/sell/lease all goods and services to the School Board or other government entity as opposed to a private citizen, on a first priority basis.
- C. The School Board expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane.
- D. Bidder shall furnish a "24-hour" phone number in the event of such an emergency.

V. NOTIFICATION REGARDING PUBLIC ENTITY CRIME AND DISCRIMINATORY VENDOR LISTS

- A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a)A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b)A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a)An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b)A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with

any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

- B. By submitting a Bid, the Bidder represents and warrants that the submission of its Bid does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.
- C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors, and Bidder's implementer, if any, is not under investigation for violation of such statutes.
- D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes.

VI. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby swear or affirm that as of the date above this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

- A. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. This Company does not appear on the Scrutinize Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - 1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - 2. Have a material business relationship involving the supply of military equipment, or
 - 3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - 4. Have been complicit in the genocidal campaign in Darfur.
- C. This Company does not appear on the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - 1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - 2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- D. This Company is not engaged in business operations in Cuba or Syria.
- E. The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

VII. CONFLICT OF INTEREST

I HEREBY CERTIFY that

- A. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- B. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board, nor has any outstanding past due debt to the School Board; and
- C. The School Board reserves the right to disqualify Bidders upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the solicitation process as required by law, upon the part of the Bidder(s), the School Board's Professional Consultant(s) or any School Board employee(s) who may, or may not, be involved in developing solicitation specifications and/or firm solicitation schedules. Multiple Bids from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple Bids for the same work shall be cause for rejection of all Bids in which such Bidder is believed to have an interest in. Any and/or all Bids shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the School Board's Professional Consultant(s) or School Board employees. Bidders involved in developing specification or Bidders with knowledge of the solicitation's specifications prior to the advertisement shall be disqualified from participating in the solicitation process.

EXCEPTIONS (List):

VIII. CONFIDENTIAL MATERIALS ACKNOWLEDGEMENT

DIRECTIONS: THIS ACKNOWLEDGEMENT IS REQUIRED TO BE SUBMITTED AS PART OF THE RESPONDENT'S SOLICITATION SUBMITTAL TO COVER CONFIDENTIAL MATERIALS WHICH MAY BE PROVIDED.

This Acknowledgement is valid as of the date of the submittal of a response to the solicitation. Please check one of the following options:

- ☒ 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 which are detailed on Exhibit A. The following Acknowledgement terms and conditions apply:

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School Board for the purpose of responding to a solicitation or otherwise conducting business with the School Board; and

WHEREAS, the School Board desires to review such materials in order to evaluate the School Board's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Respondent acknowledges as follows:

- A. Confidential Materials. The Respondent warrants and represents to the School Board that the materials described below ("Description of Confidential Materials Submitted") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Acknowledgement, the School Board agrees not to disclose such Confidential Materials to third parties.
- B. Additional Materials. During the course of the negotiations or the business relationship with the School Board, the Respondent may disclose additional confidential or trade secret information to the School Board in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Acknowledgement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the School Board and shall be subject to this Acknowledgement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board acknowledging receipt of such materials.
- C. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - 1. Information already known or independently developed by the School Board;
 - 2. Information in the public domain through no wrongful act of the School Board;
 - 3. Information received by the School Board from a third party who was legally free to disclose it;
 - 4. Information disclosed by the Respondent to a third party without restriction on disclosure;
 - 5. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119, Florida Statutes; or
 - 6. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.
- D. Non-Disclosure by Respondent. In the event that the School Board discloses confidential or trade secret information to the Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School Board's prior written consent. Further, upon conclusion of

discussions or business transactions between the School Board and the Respondent, or at any time upon request of the School Board, Respondent agrees to return such information (including any copies) to the School Board.

- E. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
- F. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119, Florida Statutes, and that the School Board's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.
- G. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School Board to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School Board in defending the denial of the records request, and shall hold the School Board harmless from any claim for statutory costs and attorney's fees arising from the School Board's refusal to disclose such materials.
- H. No Additional Obligations. This Acknowledgement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
- I. Sovereign Immunity. Nothing in this Acknowledgement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School Board be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Acknowledgement shall inure to the benefit of any third party for the purpose of allowing any claim against the School Board, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- J. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School Board designates the following address for such notice:

K. Governing Law. This Acknowledgement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Acknowledgement shall be exclusively in Brevard County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

L. Respondent and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Acknowledgement for any litigation limited solely to the parties of this Acknowledgement.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.