



445 W. Amelia Street • Orlando, Florida 32801 • (407) 317-3200 • www.ocps.net

REVISED 10.28.2021

INVITATION TO BID AND CONTRACTOR ACKNOWLEDGEMENT FORM

POSTING DATE: **October 28, 2021**

PROCUREMENT CONTACT & EMAIL:

Suzanne F. Lopez, CPPB

Suzanne.Lopez@ocps.net

407.317.3200 ext. 2002417

BID NUMBER AND TITLE:

Audiovisual Equipment, Supplies and Service

BID DUE DATE & TIME:

November 19, 2021 at 2:00 PM EST

NOTE: RESPONSES RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED

VIRTUAL PRE-BID MEETING DATE & TIME: NONE

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

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ FACSIMILE NUMBER: _____

EMAIL: _____

AUTHORIZED SIGNATURE:

TYPE OR
PRINTED NAME:

TITLE:

DATE:

NOTICE: Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules.

BID SUBMITTAL CHECKLIST

The following documents must be included as part of the bid submission:

- ☐ Invitation to Bid and Contractor Acknowledgement – page #1
- ☐ Exhibit A - Office of Business Opportunity MWBE/LDB/VBE Subcontractor Participation Form
- ☐ Exhibit B - Drug-free Workplace Certification
- ☐ Exhibit C - Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- ☐ Exhibit D - Contractor's Statement of Principal Place of Business
- ☐ Exhibit E - Byrd Anti-Lobbying Amendment Certification
- ☐ Exhibit F – Pricing Sheets
- ☐ Certificate of Insurance
- ☐ If a Florida Corporation, a screenshot of "ACTIVE" status through www.sunbiz.org
- ☐ If a Non-Florida Corporation, a screenshot of "ACTIVE" status from the state in which the business was formed
- ☐ All Addenda (if applicable)
- ☐ Reseller/Distributor/Certification verification letter(s) from manufacturers

GENERAL TERMS AND CONDITIONS

1. **Definitions**

The School Board of Orange County, Florida may be referred to as "Board", "School Board", "District," or "OCPS" herein

The term "Contractor" shall refer to the company, individual, or organization that responds to this Bid and/or is awarded this Bid.

2. **Length of Contract and Renewals:** The intent of this Bid is to establish a contract for an initial period of **three (3) years** from the date of original award by the OCPS School Board with **two (2) additional one-year** renewal options at the same prices, terms, conditions, and specifications upon mutual agreement by OCPS and the Contractor. Renewals must be in writing, with the signature of the Contractor's authorized representative and OCPS.
3. **Cancellation:** OCPS reserves the right to cancel this Invitation to Bid, in whole or in part, when it is in OCPS' best interest. Notice of cancellation will be posted on the OCPS VendorLink site.
4. **Bid Submission:** Bid submittals are due at the date and time indicated on the Contractor Acknowledgement Form or as amended in the form of an addendum issued by Procurement Services.

All solicitations and supporting documents will be posted on VendorLink at www.vendorlink.ocps.net. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates.

It is the sole responsibility of the Contractor to ensure that their Bid response is submitted through VendorLink no later than the time and date specified in the Bid or subsequent addenda. The Contractor is responsible for allowing adequate time to upload their submittal on VendorLink. If technical difficulties arise during submission of the Bid response, it is the Contractor's responsibility to contact VendorLink technical support at support@evendorlink.com. OCPS shall not be responsible for delays caused in any occurrence. Submittals sent by mail, facsimile, electronic mail, telephone, or any other means not specified herein will not be accepted. Bid submittals may not be withdrawn after the bid due date. All Bid submissions must be transmitted electronically through VendorLink at www.vendorlink.ocps.net. Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats and printing must be enabled on all files submitted. Once the Bid response is submitted, a confirmation email will be sent with the number and name of documents uploaded.

5. **Execution of Bid Submittal:** Each Bid submittal must include the signature of an officer or employee having authority to bind the Contractor in the space(s) provided. Only the terms and conditions of this Bid, as released by OCPS or amended via addendum, are valid. Any modification to any term or condition by the Contractor is not binding unless it is expressly agreed to in writing by OCPS.
6. **Interpretation of Bid Documents:** No interpretation of the meaning of this Bid document or correction of any ambiguity, inconsistency, or error therein will be made verbally to any party. All requests for an interpretation or clarification of this Bid, and any subsequent addenda, or correction of any apparent ambiguity, inconsistency, or error will be addressed in writing by the OCPS Procurement Services Representative. Inquiries must reference the date of Bid opening, Bid title, and Bid number. Interpretation of the Bid, clarification of Bid specifications, and changes to the Bid shall be communicated by written addenda only. Only the written interpretation or correction given by the Procurement Services Representative shall be binding. Verbal responses shall be considered inadmissible in Bid protest proceedings. Contractors are advised that no other source is authorized to interpret, explain, clarify or give information regarding the Bid documents. Written addenda shall be signed by the Contractor and returned with the Bid submission. Failure to return such addenda may constitute cause for rejection of a Bid submittal.

7. **Public Records:**

OCPS is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law.

7.1. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE OCPS CUSTODIAN OF PUBLIC RECORDS AT 407.317.3965, RECORDS@OCPS.NET, ORANGE COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, P.O. BOX 271, ORLANDO, FL 32802.**

7.2. The Contractor acknowledges its legal obligation to comply with Section 119.0701, Florida Statutes. The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by OCPS in order to perform the scope of services. The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to OCPS, all public records in the possession of the Contractor upon a request for such public records. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

7.3. A request to inspect or copy public records relating to OCPS' contract for services must be made directly to OCPS' Custodian of Public Records. If OCPS does not possess the requested records, OCPS' Custodian of Public Records shall immediately notify the Contractor of the request. The Contractor must provide a copy of the records to OCPS or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. If the Contractor does not timely comply with OCPS' request for records, OCPS shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

7.4. Should the Contractor fail to provide the requested public records to OCPS within a reasonable time, the Contractor understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, Florida Statutes.

7.5. The Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if the Contractor does not transfer the records to OCPS. Upon completion, expiration, or termination of this Bid, the Contractor shall transfer, at no cost to OCPS, all public records in its possession or keep and maintain public records required by OCPS to perform the services. If the Contractor transfers all public records to OCPS, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion, expiration, or termination of this Bid, the Contractor shall meet all applicable requirements for retaining public records and provide requested records to OCPS pursuant to the requirements of this Article. All public records stored electronically must be provided to OCPS in a format that is compatible with the information technology systems of OCPS.

8. **Non-Collusion:** The prices in the Contractor's submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor.

9. **Conflict of Interest:** In addition to full and complete adherence to the requirements provided in Section 112.313, F.S., all Contractors must disclose the name of any officer, director, agent, or representative who is also an employee of OCPS, who knowingly owns, directly or indirectly, any interest of any amount in Contractor's company, firm, or business, or who derives income of any kind from Contractor's company, firm or business.

Audiovisual Equipment, Supplies and Services

10. **Bid Protests:** In accordance with OCPS School Board Policy DJE and Chapter 120, Florida Statutes, any person who is adversely affected by the terms, conditions, or specifications set forth in this Bid or who is adversely affected by a decision of OCPS concerning the solicitation shall file a Notice of Intent to Protest, in writing within 72 hours after the solicitation document is posted or after the notice of decision is posted, respectively, excluding Saturdays, Sundays, and state holidays. A formal written protest shall be filed no later than 10 days after the Notice of Intent to Protest is filed, excluding Saturdays, Sundays, and state holidays. The formal written protest must be accompanied by a protest bond, cashier's check, or money order in the amount of one percent (1%) of the total estimated contract value.

The Notice of Intent to Protest and formal written protest shall be filed at the following address:

Senior Director, Procurement Services
445 West Amelia Street
Orlando, Florida 32801

The formal written protest shall state, with particularity, the facts and law upon which the protest is based. Failure to file a Notice of Intent to Protest, formal written protest, or failure to post the bond, cashier's check, or money order within the time frames or in the manner described above shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

11. **No-Contact Period / Lobbying:** In accordance with School Board Policy KCE, During the No Contact Period, no Lobbyist, Principal, Business Associate, Business Entity, Vendor or other person may lobby a Board Member, the Superintendent, any Procurement Official or any OCPS employees except: (a) any designated Procurement Official or Officials who may be identified in the procurement documents for purposes of receiving questions or clarifications or for receiving bid protests; and (b) a Board Member, the Superintendent, any Procurement Official or any OCPS employee who is lobbied on issues or matters unrelated to the procurement of goods and services which are subject to the No Contact Period.

The No-Contact Period shall commence on the initial date of the advertisement for this Bid and continue through and include the date the School Board makes its determination to approve or reject the final recommendations. Failure to meet any of these requirements may disqualify the Contractor from consideration.

12. **Laws and Regulations:** Applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in response hereto and shall govern any and all claims and disputes which may arise between the Contractors submitting a response hereto and OCPS by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.
13. **Patents, Copyrights, and Royalties:** The Contractor, without exception, shall indemnify, defend, and hold harmless The School Board of Orange County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the OCPS. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception its Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
14. **Marketing/Advertising:** By submitting or being awarded this Bid, Contractor agrees not to use the results as a part of any marketing and/or commercial advertising using OCPS' name, logos, etc. without the express written consent of the District.
15. **Purchases by Other Public Agencies/Piggyback:** With the consent and agreement of the Contractor, purchases may be made under this solicitation and resulting contract by other governmental agencies, political subdivisions within the State of Florida, or any other public entity. Such purchases shall be governed by the same terms and conditions stated herein. Further, it is understood that each agency will issue its own purchase order to the

Contractor. This agreement in no way restricts or interferes with the right of any other public agency to rebid any or all of these items.

16. **Right to Use Existing Contracts / Non-exclusivity:** OCPS reserves the right to utilize any other contract, including, but not limited to, the following: any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system, cooperative agreements, or to directly negotiate/purchase per OCPS policy and/or Rule 6A-1.012, Florida Administrative Code. OCPS also reserves the right to bid separately any item(s) and/or service(s) covered under this agreement, if deemed to be in the best interest of OCPS, at any time during this agreement term.
17. **Public Entity Crimes:** Section 287.133(2)(a), F.S., as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted contractor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to any 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 Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted contractor list.
18. **Bankruptcy / Insolvency:** At the time of Bid submission, Contractor shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If Contractor is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency, or receivership thereafter, OCPS may, at its option, terminate and cancel the Agreement, in which event all rights hereunder shall immediately cease and terminate.
19. **Termination:** OCPS reserves the right to terminate the award as a result of this Bid, or any part herein, without cause or penalty. OCPS will notify the Contractor of the intent to terminate, in writing, a minimum of thirty (30) days prior to the effective date of termination, and the agreement will officially terminate at the end of the thirty (30) day grace period. Termination or cancellation of the Bid will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of and/or obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the agreement.
20. **Right to Reject:** OCPS reserves the right to reject any or all Bid(s), to waive minor irregularities and/or to accept the Bid(s), which in its sole judgment best serves the interest of OCPS.
21. **Tie Bids:** In the case of identical responsive and responsible bid submittals, the following criteria shall be utilized to determine award of Bid:
 - a. MWBE Certification
 - b. LDB Certification
 - c. VBE Certification
 - d. Drug Free Workplace Certification
 - e. Coin Flip
22. **Extension:** In addition to any renewal options contained herein, OCPS has the right to extend any award resulting from this Bid for the period of time necessary for OCPS to release, award, and implement a replacement agreement for the commodities and/or contractual services provided in this Bid. Such extension shall be based upon the same prices, terms, and conditions set forth in this Bid.
23. **Method of Ordering:** The Contractor shall only fill orders for commodities and/or services upon receipt of an authorized purchase order issued by OCPS, or an OCPS Purchasing Card. All orders will be initiated on an as-needed basis throughout the term of this Bid. Orders shall be promptly filled and delivered to the location specified on the purchase order.

24. **Invoicing:** The Contractor is required to submit all invoices referencing a valid OCPS purchase order number for all requests for payment. Unless otherwise noted, invoices shall be mailed directly to The School Board of Orange County Florida, Accounts Payable, P.O. Box 4984, Orlando, Florida 32802-4984.

It is the sole responsibility of the Contractor to ensure that an invoice corresponds to its applicable purchase order and to resolve any discrepancies by notifying the point of contact person listed on the attention line under the ship-to area of the purchase order prior to submitting the invoice for payment.

Any invoice submitted as a result of the award of this Bid shall be itemized matching the items on the purchase order. "Lump sum" invoices shall not be submitted and will not be accepted for multiple line purchase orders.

An invoice can only reference one purchase order number. Invoices which do not reference valid purchase order numbers will be returned to the Contractor for resolution of the discrepancies and resubmitted. OCPS will only pay the dollar amounts authorized on the purchase order. All statements must reference valid purchase order numbers.

25. **Payment:** OCPS will only pay the dollar amounts as authorized on the purchase order. Payment will be made according to Chapter 218, F.S., Local Government Prompt Payment Act, after the commodities or contractual services provided by the Contractor have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. Payment for partial shipments shall not be made unless specified in the purchase order. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists, and correspondence.
26. **Contractor's Representative:** Contractor must provide a point of contact for the term of this Bid to include the name, email address, office telephone, and cell phone numbers of the person(s) to be contacted for the placement of an order, coordination of services, and to address other issues. If the point of contact differs for regular work-hours and after-hours, weekends, and holidays, this must be provided. The Contractor must provide OCPS Procurement Services with any updates to the primary point of contact. OCPS reserves the right to require a change in the Contractor's point of contact at the District's sole discretion.
27. **Assignment:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement, or of any or all of its rights, title, or interest therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by OCPS.
28. **Silence of Specifications:** Any omissions of detail in the specifications stated herein that would render the commodities from use, as specified herein, will not relieve Contractor from responsibility.
29. **Anti-Discrimination:** The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the basis of race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.
30. **Equal Employment Opportunity:** OCPS is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination based on race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.
31. **Fingerprinting / Jessica Lunsford Act:** The Contractor and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with a school or the school board." See Section 1012.465, F.S.
32. **Audit and Inspection:** OCPS or its representatives reserves the right to inspect and/or audit the Contractor's documents and records as they pertain to the products and services delivered under this Bid. Such rights will be

exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents or records in any form shall be open to OCPS' representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between OCPS and the Contractor.

33. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless OCPS, its board members, employees and representatives from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole gross negligence or intentional misconduct of OCPS.

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

34. **Governing Law and Venue:** Any and all legal actions associated with this agreement will be governed by the laws of the State of Florida. Venue for any litigation involving this Bid shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this agreement. In the event that a legal proceeding is brought for the enforcement of any term of the agreement, or any right arising wherefrom, 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 this agreement 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.

35. **Preference to Florida Businesses:** In accordance with Section 287.084(1)(a), F.S. when a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive Bid, proposal or reply is by a Contractor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the district shall award an equal preference to the lowest responsible and responsive Contractor having a principal place of business within Florida. In a competitive solicitation in which the lowest Bid is submitted by a Contractor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Contractors having a principal place of business in that state, the preference to the lowest responsible and responsive Contractor having a principal place of business in the State of Florida shall be 5 percent.

A Contractor whose principal place of business 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. Section 287.084(2), F.S.

The Contractor must complete the form titled "Contractor's Statement of Principal Place of Business" and include with Bid submittal.

36. **Contracts and Amendments:** The contents of this Bid and all provisions of the Contractor's submittal shall be considered an agreement and become legally binding. Any changes to the provisions herein after award must be in writing and signed by both parties.
37. **Data Confidentiality:** The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of student information and confidential data, protect against any anticipated hazards

or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to OCPS or an individual identified with the data or information in Contractor's custody.

38. **Compliance with Laws and OCPS Policies and Procedures:** The Contractor will not knowingly permit any of Contractor's personnel to have access to any OCPS facility, records, or data of OCPS if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five (5) years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of OCPS.
39. **FERPA:** To the extent Services provided hereunder pertain to the access of student information, Contractor shall adhere to all standards included in Sections 1002.22 and 1002.221, Florida Statutes (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, Contractor, and its officers, employees, agents, and representatives, shall fully indemnify and hold OCPS harmless for any violation of this provision including, but not limited to, defending OCPS and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon OCPS, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon OCPS arising out of the breach of this provision by Contractor, its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this agreement, and shall remain fully binding upon Contractor. A separate Non-Disclosure Agreement may be required.
40. **HIPAA, CIPA, and GLBA:** Contractor agrees to comply with all applicable state and federal laws, regulations, and OCPS policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).
41. **Data Re-Use:** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no OCPS data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an OCPS officer with designated data, security, or signature authority.
42. **Data Breach:** Contractor agrees to comply with Section 501.171 the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to notify OCPS immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend OCPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
43. **Mandatory Disclosure of Confidential Information:** If Contractor becomes compelled by law or regulation (including securities laws) to disclose any confidential information, Contractor will provide OCPS with prompt written notice so that OCPS may seek an appropriate protective order or other remedy. If a remedy acceptable to OCPS is not obtained by the date that Contractor must comply with the request, Contractor will furnish only

that portion of the confidential information that it is legally required to furnish, and Contractor shall require any recipient of the confidential information to exercise commercially reasonable efforts to preserve the confidentiality of the information.

44. **Remedies for Disclosure of Confidential Information:** Contractor and OCPS acknowledge that unauthorized disclosure or use of confidential information may irreparably damage OCPS in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any confidential information shall give OCPS the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Contractor further grants OCPS the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
45. **Non-Disclosure:** Contractor is permitted to disclose confidential information to its employees, authorized subcontractors, agents, consultants, and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Contractor and OCPS.
46. **Request for Additional Protection:** OCPS may reasonably request that Contractor protect the confidentiality of certain information in particular ways to ensure that confidentiality is maintained.
47. **Prohibition Against Contracting With Scrutinized Companies:** The Contractor certifies by executing its Bid submission that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with OCPS for goods and services pursuant to Section 287.135.

Specifically, by executing this bid submittal the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

If the Bid submittal is for an amount of one million dollars (\$1,000,000) or more, the Contractor certifies that it is not (1) 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 and/or (2) engaged in business operations in Cuba or Syria.

OCPS reserves the right to terminate the award of this Bid if the Contractor

- a. Submitted a false certification of its eligibility to bid on, submit a proposal for, or enter into or renew a contract with OCPS for goods or services pursuant to Section 287.135, Florida Statutes; and/or
- b. Became ineligible to contract with OCPS for goods or services pursuant to Section 287.135, Florida Statutes subsequent to receiving the Award/Agreement/Contract from OCPS.

Should OCPS terminate the Bid due to falsification of eligibility, OCPS reserves the right to pursue any and all available legal remedies against the Contractor, include but not limited to the remedies described in Section 287.135, Florida Statutes.

Should OCPS terminate a contract due to post-award ineligibility, the Contractor shall be paid only for the funding-applicable work completed as of the date of the termination.

Unless explicitly stated in this section, no other damages, fees, and/or costs may be assessed against OCPS for its termination of the Bid pursuant to this section.

48. **Florida Department of State, Division of Corporations Registration Requirements:** Contractors 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 Contractors must have an active status in order to be eligible to do business with OCPS.

Audiovisual Equipment, Supplies and Services

Contractors 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.

If the Contractor is not located in Florida, the Contractor must provide their state's document number and a screen shot of their current, date-identified "active" status with their submittal.

49. **State Term Contracts:** In accordance with Section 1010.04, F.S., purchasing agreements and state term contracts available under Section 287.056, F.S. have been reviewed to determine if they suit the needs of the district and/or provide an economic advantage.
50. **Taxes:** OCPS is exempt from and does not pay Federal Excise or State of Florida Sales taxes.
51. **Confidential, Proprietary, or Trade Secret Material:** If the Contractor considers any portion of the documents, data, or records submitted in response to this Bid to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Contractor must also simultaneously provide the OCPS with a separate redacted copy of its response. The redacted copy shall contain the OCPS solicitation name, number, and the name of the Contractor on the cover, and shall be clearly titled "Redacted Copy." The Contractor must also include next to each redaction the statutory basis for the exemption. The Redacted Copy shall be provided to OCPS at the same time the Contractor submits its response to the Bid and may only exclude those exact portions which are claimed confidential, proprietary, or trade secret.
- The Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Contractor shall protect, defend and indemnify OCPS for any and all claims from or relating to the Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- If the Contractor fails to submit a Redacted Copy with its response, OCPS is authorized to produce the entire documents, data or records submitted by the Contractor in response to a public records request for these records.
52. **Favored Nation Clause:** Based on similar size and quantity, it is understood that the Contractor is providing OCPS the same or better pricing than other districts and governmental agencies. If during the term of this agreement, OCPS identifies better pricing for the same item, the Contractor agrees to offer the District the reduced price.
53. **Liquidated Damages:** The Contractor agrees to the use of Liquidated Damages in the event the Contractor fails to perform in accordance with the provisions herein. On the occasion where the Contractor has been found to be in default of contract, or any material provision thereof, or fails to remedy any deficiency in performance, OCPS may procure the necessary supplies or services from an alternative source and hold the Contractor financially responsible for any excess costs incurred. The difference between the Bid price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Contractor.
54. **Force Majeure:** Neither party shall be obligated to perform any duty, requirement, or obligation under this Bid if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").
55. **Report of Unsatisfactory Products and/or Services:** A Vendor Performance Report form will be utilized to document unsatisfactory performance during the term of this Bid. The report may become an important part of the Contractor's history. The report and process will assist OCPS 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 Contractor from future Bidding.
56. **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 Contractor designates the address set forth on the first page of this bid document as its place for receiving notice, and OCPS designates the following address for such notice:

The School Board of Orange County, Florida
Sr. Director, Procurement Services
445 W. Amelia Street
Orlando, FL 32801

57. **Data Security:** The Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.).
58. **Data Transmission:** The Contractor agrees that any and all transmission or exchange of system application data with OCPS and/or any other parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent. Specific transmission or exchanged must be verified with OCPS before beginning services.
59. **Data Storage and Backup:** The Contractor agrees that any and all OCPS data will be stored, processed, and maintained solely on designated servers and that no OCPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an OCPS officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the OCPS Chief Information Security Officer for any general or specific case. The Contractor agrees to store all OCPS backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.
60. **End of Agreement Data Handling:** The Contractor agrees that upon termination of this Bid it shall return all data to OCPS in a useable electronic form, and erase, destroy, and render unreadable all OCPS data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Bid or within seven (7) days of the request of an agent of OCPS, whichever shall come first.

FEDERAL GRANTS TERMS AND CONDITIONS

For any services or goods purchased under this bid that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award 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 award:

1. **Illegal Alien Labor:** The Contractor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The Contractor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Contractor and its subcontractors will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
2. **Recovered Materials (2 CFR §200.322) applies to all contracts greater than \$10,000:** The Contractor 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.
3. **Federal Drug Free Workplace:** The Contractor agrees to comply with the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.
4. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if contract is greater than or equal to \$100,000:** The Contractor certifies that it has filed the required certification and 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 an 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. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
5. **Energy Efficiency / Conservation (42 U.S.C. 6201):** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000.** The Contractor agrees 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). The Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify OCPS concurrently within 30 days of notice of the violation.
7. **Debarment and Suspension:** The Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, the Contractor certifies 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.
8. **Equal Employment Opportunity** During the performance of this Bid, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

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regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Bid may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SPECIAL CONDITIONS

1. **Award:** Award shall be made all responsive, responsible Contractor(s), meeting the specifications with consideration being given to the specific quality of the product, conformity to the specifications, and suitability to OCPS needs, delivery terms, qualifications, and past performance. OCPS reserves the right to make multiple awards in its best interest.

OCPS reserves the right to make award(s) by individual item, group of items, and all or none or a combination thereof; to reject any and/or all Bids; and to waive any minor irregularity or technicality. Payment discounts will not be considered for Bid evaluation purposes, but may be considered in the event of a tie.

2. **Secondary Quoting:** OCPS reserves the right to obtain quotes from all awarded Contractors of this Bid. OCPS will issue a document outlining the specifics for the each project and a Scope of Work for quoting purposes.
3. **Labor Rate:** The labor rate submitted by the Contractor shall be billed to OCPS, and shall be inclusive of all labor expenses including, but not limited to, full compensation for the Contractor's labor, and any other cost, including overhead and travel. Billable time will start once the Contractor's personnel arrive at the OCPS in which the work is to be performed. OCPS will not pay for travel time to any OCPS site. Contractor shall not be entitled to an increase in labor rates due to the minimum wage increase without providing a request for adjustment at a minimum 30 days prior to the effective change.
4. **Material Markup:** If the Contractor is required to provide materials for the installation and other service(s), OCPS shall be billed the actual price Contractor paid for the items plus the percentage markup awarded. The materials markup shall not exceed 5%. OCPS reserves the right to furnish materials to the Contractor(s) or purchase materials through Owner Direct Purchase.

OCPS shall require the Contractor to provide an itemized list of all materials used in the performance of this Bid and reserves the right to audit the Contractor's invoices from the manufacturer for materials used in performance of this Bid.

5. **Single Fixed Percentage Discount:** Percentage discounts shall be taken from the Manufacturer Suggested Retail Price (MSRP). All quotes provided to OCPS must clearly identify the MSRP, the OCPS purchase price, and the percentage discount. OCPS reserves the right to request reports of purchases made to verify the contracted discounts are applied. Contractor should indicate in all spaces provided on the Bid Price Sheet their single, fixed percentage discount offered to be calculated from the catalog/price list prices.

Single, fixed percentage offered shall remain firm throughout the term of the contract. The single, fixed percentage discount offered shall apply to the catalog list price of all catalog items.

In the event a Contractor handles catalog items that carry little or no percentage, this factor shall be taken into consideration for evaluation purposes. Contractor may offer OCPS additional educational discounts at any time and invoice OCPS at a greater discount than their bid discount.

6. **Manufacturer's Certification:** Contractors are required to submit certification/verification letters from manufacturers indicating they are an authorized distributor/reseller. OCPS reserves the right to request all manufacturers' certifications at any time throughout the term of this Bid.
7. **Facilities:** OCPS reserves the right to inspect the Contractor's facilities at any time with or without prior notice and may use the information obtained in determining whether the Contractor is responsible in the performance of this Bid.
8. **Packing List:** All products shipped shall require proper packaging to ensure they are received free from damage. All shipments will include an itemized list of each package contents and reference the OCPS' purchase order number. No charges will be allowed for cartage or packing unless agreed upon by OCPS prior to shipment.

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9. **Inspections and Testing.** The School Board will have the right to expedite, inspect, and test any of the goods or services covered under this Bid. All goods or services are subject to the School Board's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Contractor's risk. Such inspection, or the waiver thereof, however, will not relieve the Contractor from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School Board may have because of the use of defective or unsatisfactory goods or work.
10. **Stop Work Order:** The School Board may at any time by written notice to the Contractor stop all or any part of the work for this Bid award. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
11. **Delivery:** The Contractor shall be responsible for delivery of all items in good condition at the delivery location on each purchase order. Deliveries shall be made during OCPS' normal operating hours. There will be no deliveries made on Saturdays, Sundays, or holidays unless coordinated with Contractor in advance. It shall be the responsibility of the Contractor to coordinate the jobsite delivery and placement of materials required for completion of the project with the assigned OCPS representative. Contractor shall file with the carrier all claims for breakage and other losses. OCPS shall document packages that are not received in good condition. In the event the commodities and/or contractual services are found to be defective or do not conform to specifications, OCPS reserves the right to cancel the order upon written notice to Contractor and return the product at Contractor's expense.

The vendor shall make deliveries within twenty (20) calendar days from the date of the receipt of the purchase order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the school or department of the delays immediately with a revised delivery date.

12. **Freight Terms:** Bid prices shall include inside delivery, Free on Board (F.O.B.) destination, freight prepaid and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving site designated on the purchase order. Contractor pays and bears all freight related charges, owns goods in transit, and files any claims.
13. **Warranty:** The successful Contractors shall fully guarantee all items furnished herein against defect in materials and/or workmanship for a period of three (3) years from the date of acceptance. Should any defect in material or workmanship, except for ordinary wear and tear, appear during the warranty period, the successful Contractor shall repair or replace item(s) at no cost to the OCPS immediately upon notice from the School or Department. All equipment, including material, parts and labor used therein, shall be fully warranted by the Vendor against mechanical, electrical and workmanship defects for the manufacturers' standard warranty and the OCPS' warranty period. Warranty shall cover all labor and component parts of the equipment and any other costs that may be incurred including shipping charges. Contractor shall respond to any required repairs on warranty issues within 48 hours of notice and complete repairs within fifteen (15) working days thereafter.
14. **Guarantee:** Contractor warrants that the Work including goods and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation to Bid, the Contractor warrants that all materials provided shall be new.

During the guarantee/warranty period, the Contractor shall within 48 hours after receipt of notification correct improper work, without cost to the School Board. If the Contractor fails to correct defects, OCPS shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the district. Payments for Work performed do not constitute a waiver of this guarantee.

15. **Quality:** The commodities bid in this Contract must be commercial grade being the newest, latest model, and of the best quality and highest-grade workmanship so as to accomplish the service work satisfactorily. The commodities may be tested for compliance with this Contract conditions and specifications at any time. Items

delivered not conforming to this Contract conditions and/or specifications may be rejected and returned at Contractor's expense.

16. **Protection of Persons and Property:** Precautions will be exercised at all times for the protection of persons and property. Barricades will be provided by the Contractor at its expense when work is performed in areas traversed by persons or vehicles. The Contractor shall conform to any safety requirements deemed necessary by The Occupational Safety and Health Administration (OSHA) requirements and by OCPS Representative to insure that safety of all students, staff, and community members.
Contractor shall at all times guard from damage or loss to property of OCPS and shall replace or repair any loss or damage unless such is caused by OCPS, other vendors. OCPS may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor or its agents.
17. **Removal of Debris:** The Contractor shall be responsible for the prompt removal of all debris from the worksite, which is a result of its activities. Contractor shall not use the trash receptacles located on OCPS property. Any debris left at the worksite must be removed within 24 hours' notice from OCPS. Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.
18. **Site Access:** To the extent services awarded under this Bid require the Contractor to be provided keys or security access badges by the district, if these items are lost, the Contractor will be responsible for the entire cost of replacement keys and the cost to rekey the site. For security purposes, the Contractor shall report the lost or stolen key to OCPS Asset Protection immediately, so that OCPS may take steps to secure the location.
19. **Building Code Compliance Office (BCCO):** All some work may require permits from the Building Code Compliance Office. This includes constructing, enlarging, altering, repairing (when not covered by a Maintenance Permit), moving (portables and other buildings), demolishing, changing of occupancy or use, erecting, installing, converting or replacing any building or structure, electrical, plumbing, mechanical, gas, fire alarm or fire sprinkler system. Please contact the BCCO for additional information. Director/Building Official (407) 317-3794.

INSURANCE REQUIREMENTS

At its sole expense, the Contractor shall maintain the following insurance during the term of this Bid and such insurance will apply to the Contractor, its employees, agents, and subcontractors.

1. Commercial General Liability insurance, including products and completed operations and contractual liability, arising from any and all claims for property damage and bodily injury, including death, from its premises, operations, and products, in an amount not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. This policy must be endorsed or include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured using language equivalent to ISO CG2026.
2. Automobile Liability insurance, including all owned, non-owned, and hired vehicles when used in conjunction with providing Services outlined in this Bid, for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) each accident. This policy must include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured.
3. Workers' Compensation insurance in statutory amounts and Employers Liability in an amount not less than One Million Dollars (\$1,000,000) each accident/disease. This insurance shall apply to all Contractor's employees who will be engaged in the performance of the services in this Agreement.
4. **Insurance Expectations:** The Contractor agrees to the following as it relates to its obligations and the insurance requirements herein this Bid:
 - 4.1. Insurance Verification: It is a requirement of all Contractors to prove their capacity to provide the required insurance as set forth in this Bid. Contractors are required to provide in its response to this Bid a Certificate of Liability Insurance (Acord 25) matching the specified requirements, which must specify any deductible

or retention applicable to the above required insurance. If awarded, the Contractor will then be required to name The School Board of Orange County, Florida as an additional insured as outlined herein and provide a revised Certificate of Liability Insurance at the time of award.

- 4.2. The Contractor agrees that no services shall begin until proof of insurance is received by OCPS. Receipt of proof of insurance shall not be construed as an approval of the Contractor's insurance or a release or waiver of the Contractor's obligation to maintain the required insurance in this Bid. Upon reasonable request, the Contractor agrees to provide OCPS a copy of its insurance policies, forms and endorsements in its entirety.
- 4.3. All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI) or higher.
- 4.4. All insurance shall be primary and not contributory to any other insurance carried by The School Board of Orange County, Florida. This shall also apply to any self-insurance maintained by the School Board of Orange County, Florida.
- 4.5. The Contractor shall notify OCPS' Risk Management Department within thirty (30) days of any material changes or notice of cancellation the Contractor receives from its insurer on above required insurance.
- 4.6. To the extent permitted by law, the Contractor's insurance shall contain an endorsement or language waiving any rights to recover from OCPS or its insurance. To the extent that waiver does not respond (whether failure to comply is the Contractor, its agent, or carrier error), the Contractor shall be liable for the costs and expenses incurred by OCPS had such waiver applied.
- 4.7. Any required insurance that the Contractor self-insures or carries retentions in excess of Ten Thousand Dollars (\$10,000) shall be pre-approved by OCPS's Risk Management Department and referenced in an addendum to this Bid. To the extent any required insurance carries a deductible or self-insured retention (whether with or without OCPS approval), The Contractor shall be responsible for paying claims and expenses within the deductible or self-insured retention on behalf of OCPS (as an additional insured) or reimburse OCPS, when such above required insurance would respond had no deductible or retention been in place.

SPECIFICATIONS / SCOPE OF WORK

1. **Scope:** The purpose of this Bid is to establish a pre-qualified pool of Contractors to provide audiovisual equipment, supplies and services at single fixed percentage discounts and specific line items as listed on the Price Sheet, for The School Board of Orange County, Florida on an as needed basis.
2. The Contractors will be responsible for meeting all specifications as outlined herein and on the Bid Price Sheet. Failure to comply with these requirements may be cause for Bid rejection or award cancellation.
3. **Certifications:** Contractors are required to maintain a valid letter/certification from all manufacturers presented in their Bid response for award, and must be maintained throughout the term of this Bid. OCPS may request an updated copy at any time.
4. **Service Requirements:** The awarded Contractors shall provide the name, address, phone and cell numbers of the contact person(s) for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified. The awarded Contractors shall provide their technicians assigned to OCPS with either a cellular phone or radio allowing District personnel with immediate access in cases of emergency.

5. Line Item Requirements:**5.1. Line items 1 through 3 (Printers):****5.1.1. PRE-DELIVERY, DELIVERY AND SETUP:**

Bid price shall include delivery, staging at school site, setup, installation, configuration, and testing. Remove all empty Boxes/Trash associated with setup. DO NOT USE OCPS TRASH RECEPTACLES.

5.1.2. INSTALLATION, CONFIGURATION, AND TESTING PROCEDURES:

- A. Contractor will be required to place the printers where instructed at various locations within the site per direction of site Technology Coordinator.
- B. Using CAT 6 certified and tested RJ45 Ethernet (purple) data cable purchased from the Contractor: test and configure each network printer via telnet to TCPIP with a fixed IP address, Subnet mask, and Gateway. These addresses are allocated for the network printers via a fixed IP range master list provided by site Technology Coordinator for assignment by installing Contractor per network printer. Contractor shall ping the IP address per printer that Contractor's installer assigned per printer to test again after each printer is connected to the network thru the data jack in order to verify it works. Any Contractor experiencing printer network issues are to report it immediately and directly to OCPS ITS Dept.
- C. Contractor shall provide by printer model name, its final room location, the exact serial number per printer and all manufacturer warranties, to each site Technology Coordinator for their recordkeeping and final auditing purposes at the time of installation. Proof of receipt of all corresponding media and related documentation per printer to the site Technology Coordinator is required.
- D. Document all extended manufacturer's warranty where specified as issued and complete the electronic printer registration for the site under school's name. A dated hard copy printout of this electronically registered documentation is to be signed for by site Technology Coordinator or Principal. The extended manufacturer's warranty registration is due at the site by final completion of the site.

5.1.3. TRAINING:

The Contractor shall provide on-site training for the proper functioning of the device at each unit location for individuals and work groups. Contractor will supply each machine with an operator's manual. Contractor shall provide a completed survey to ensure that satisfactory levels of skill, knowledge and training were received. Contractor shall provide additional training, as needed. This cost shall be included with the bid price.

5.1.4. STANDARD SUPPORT LEVELS:

Contractors shall provide the following standard levels of support under the Contract:

- A. Inside delivery and Dealer set-up and installation must be included with bid price.
- B. Maximum two (2) business days repair time, or replace with comparable equipment (replace with new equipment during the warranty period).
- C. Toll-free telephone support and information.
- D. Minimum: Business days 8:00 a.m. to 5:00 p.m.
- E. Service response time is a minimum of 24 hours after receipt of problem call.

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- F. Access to all software or firmware updates installed or bundled with the product for the term of the full warranty.
- G. 30-day money back guarantee, return to Contractor, with no restocking fee or comparable charge.

5.2. Line Item 4 (Tap It Tables):

- 5.2.1. Contractor must have personnel experienced in Touch Accessible Interactive Tables and Smart Software installation and training.
- 5.2.2. Contractor must have certified SMART trainers, with supporting documentation of such certification. Provide a minimum of two hours face-to-face training per purchase order. Training is to be conducted by a SMART Certified educational trainer. Training by sales staff is not permitted. In addition to face-to-face training, resources shall be available online as follow-up.
- 5.2.3. Contractor must possess the knowledge, skills and have necessary tools to troubleshoot and repair Touch Accessible Interactive Tables.
- 5.2.4. Contractor must have staff available on an on-call basis Monday – Friday (excluding holidays) for Onsite and offsite service. Work must be completed between the hours of 7:30 am – 5:00 pm.
- 5.2.5. Contractor must have a cellular phone.
- 5.2.6. Contractor must have a minimum of four (4) technicians to service the entire School District.
- 5.2.7. Contractor must have trained (certified) service technicians on staff..
- 5.2.8. Contractor must have their own internal repair facility or a qualified, nationally recognized sub-contractor to provide warranty repair services and will provide a profile of the service sub-contractor, if any, which the company intends to use.
- 5.2.9. Geographical location: Proximity to the Orlando, Florida Area.
- 5.2.10. Must provide documented experience record in the supply, installation and support of Touch Accessible Interactive Tables.
- 5.2.11. Inside delivery, Installation and training shall be completed within sixty (60) days or less, after the order is placed, to any OCPS location OR on the date designated by the work coordinator. If an unforeseeable delay is encountered, the awarded respondent shall notify the school representative and designated Facilities Services liaison. Permitting is not considered an unforeseeable delay.

5.3. Line Items 5 through 13 (Poster Makers and Laminators):

- 5.3.1. Poster Maker Poster Makers should be a minimum of 24" width; minimum 2400 x 1200 DPI; single and multi-color options; scan to print features; integrated software compatible with Microsoft Office and PDFs; phone or online technical support available; and extended warranty options.
- 5.3.2. Laminators should be large enough to handle poster maker products and should use the cold laminate process for posters. The bid should also include traditional hot laminators for general use.
- 5.3.3. Any software included with the products listed in this bid shall be compatible and use similar commands as Window based applications.

Audiovisual Equipment, Supplies and Services

- 5.3.4. Contractor shall provide training for equipment/products as requested.
- 5.3.5. Contractor shall provide technical and customer support via email and a toll-free number between 7 A.M. and 5 P.M. EST, Monday through Friday, excluding holidays.
- 5.3.6. Ongoing Maintenance and Support: Contractor shall specify in its Bid Submittal all equipment that will require ongoing preventative maintenance, and maintenance services and support.

OFFICE OF BUSINESS OPPORTUNITY PARTICIPATION GUIDELINES

OCPS is committed to increasing the number of qualified minority, women, and veteran owned Contractors who wish to provide products and services to the District.

For information regarding the District's MWBE, LDB, or VBE programs and/or for LDB certification, contact The Office of Business Opportunity at (407) 317- 3739 or visit <http://www.obo.ocps.net>.

OCPS has established the following goals for participation:

- Minority or Women-Owned Business Enterprises (MWBE) - 12%
- Local Developing Businesses (LDB) - 10%
- Veteran Business Enterprises (VBE) - 3%

Minority or Women-Owned Business Enterprises Participation may be provided through the following elements:

- **Business with MWBE and/or LDB and/or VBE ownership:** The amount of participation for this element where the company is certified by agencies accepted by the OCPS as indicated below, the total amount of the order shall be used as the amount of participation.

MWBE, LDB and VBE Contractors must submit valid proof of certification with the Bid response from one of the following entities:

- City of Orlando
- Orange County Government
- State of Florida
- The National/Florida Minority Supplier Development Council (NMSDC/FMSDC)
- The Women Business Enterprise National Council (WBENC)

Each LDB Contractor must submit a valid LDB letter of certification issued by one of the following entities:

- The Greater Orlando Aviation Authority
- Orange County Public Schools LDB Certificate

Each VBE firm shall submit a valid VBE certification issued by one of the following entities:

- The State of Florida
- The United States Department of Veterans Affairs through the Center of Verification and Evaluation (CVE)
- **Sub-contractor participation:** Purchase of products and/or service obtained from minority/women distributors or manufacturers. The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of the value for that amount of materials, which is obtained from minority/women distributors or manufacturers. All firms must submit a completed Office of Business Opportunity MWBE/LDB/VBE Subcontractor form. Firms not committing to sub-contracting should so indicate on the form.

CERTIFICATE OF MINORITY/WOMEN PARTICIPATION

Responsibility for determining the status of MWBE, LDB, and VBE participation by Contractor shall be with the OCPS Office of Business Opportunity. After Bid responses have been evaluated, the Office of Business Opportunity will review the submitted documents to determine whether the Contractor has complied with the participation goals contemplated herein.

The Contractor must demonstrate to the satisfaction of the OCPS Office of Business Opportunity prior to the award of the Bid, and throughout the term of the Bid, that the Contractor is complying with the goals for MWBE, LDB, and VBE participation.

If at any time, before or after the award of the Bid, the Contractor determines that they will be unable to comply, the Contractor may request an evaluation of Good Faith by the OCPS Office of Business Opportunity. The Office of Business Opportunity will make an analysis to verify that the Contractor has made diligent, good faith efforts to meet the goals for MWBE, LDB, and VBE participation, but due to circumstances beyond its control, it is not possible for the Contractor to comply.

Exhibit A

Office of Business Opportunity MWBE/LDB/VBE Subcontractor Participation Form

OCPS has established annual participation goals for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBEs), Local Developing Businesses (LDBs) and Veterans Business Enterprise (VBEs). For the purpose of calculating the MWBE, LDB, and VBE participation percentages, only those dollars awarded to certified MWBE, LDB, and VBE Contractors will be utilized. Monies contracted or subcontracted to MWBE, LDB, and VBE Contractors are included in the calculation. As a result, Contractors are asked to include certified MWBE, LDB and VBE subcontractor participation information below. If the Contractor has questions regarding a subcontractor's certification, they may contact the OCPS Office of Business Opportunity at (407) 317-3739.

Overall percent of MWBE Subcontractor Participation expected:

Overall percent of LDB Subcontractor Participation expected:

Overall percent of VBE Subcontractor Participation expected:

Please complete the following table by indicating the name of the subcontractor, whether or not they are an MWBE and/or LDB and/or VBE, the type of work or material to be supplied by the subcontractor, anticipated dollar value, and the anticipated percent of the contract value.

Subcontractor	MWBE and/or LDB and/or VBE	Type of Work/Material	\$ Value	% of Contract Value

The Contractor agrees to supply all subcontractor payment information to OCPS Office of Business Opportunity. The due date and report format will be established upon award of the Bid.

Contractor Name

Name and Title of Authorized Representative

Signature

Date

Exhibit B
DRUG-FREE WORKPLACE CERTIFICATION FORM

In accordance with Section 287.087, F.S., preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bid submittals, which are equal with respect to price, quality and service, are received by any political subdivision for the procurement of commodities or contractual services, a bid 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 bids will be followed if none of the tied Contractors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. 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.
2. 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, the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the 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.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Contractor complies fully with the above requirements.

Contractor Name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal 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.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "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 proposal is submitted for assistance in obtaining a copy of these regulations.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

Exhibit C

**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)**.

***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE PREVIOUS PAGE ***

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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 of agency.
- (2) 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 proposal.

Contractor Name

Name and Title of Authorized Representative

Signature

Date

Exhibit D

CONTRACTOR'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

Name of Contractor: _____

Identify state in which Contractor has its principal place of business: _____

If your principal place of business is the state of Florida, you do not need to proceed any further on this form.

If outside of Florida, identify political subdivision (county or municipality) in which Contractor has its principal place of business: _____

NOTE: Section 287.084(2), F.S. states that "A vendor whose principal place of business 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, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION REGARDING STATE BIDDING PREFERENCES

(To be completed by the Attorney for an Out of State Contractor, please select one)

☐ Contractor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ Contractor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws): _____

LEGAL OPINION REGARDING POLITICAL SUBDIVISION BIDDING PREFERENCES

(To be completed by the Attorney for an Out of State Contractor, please select one)

☐ Contractor's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ Contractor's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws): _____

Signature of out of state Contractor's attorney: _____

Printed name of out of state Contractor's attorney: _____

Address of out of state Contractor's attorney: _____

Telephone number of out of state Contractor's attorney: _____

Email of out of state Contractor's attorney: _____

Attorney's state(s) of bar admission: _____

Exhibit E

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned company certifies to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor Name

Name and Title of Authorized Representative

Signature

Date

EXHIBIT F

SEE ADDITIONAL DOCUMENT POSTED TO VENDORLINK

**MUST BE SUBMITTED WITH ALL OTHER BID PROPOSAL DOCUMENTS
TO BE CONSIDERED FOR AWARD.**