REQUEST FOR PROPOSALS (RFP)

RFP NO. *1006-0-2627*

Jensen Beach High School

E-RATE NETWORK CABLING REFRESH FOR MARTIN COUNTY SCHOOL DISTRICT

PURCHASING DEPARTMENT
1939 SE FEDERAL HIGHWAY, STUART, FL 34994
EMAIL bids@martinschools.org

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NOTICE OF REQUEST FOR PROPOSAL

Solicitation Documents may be obtained by registering with www.demandstar.com, http://www.vendorregistry.com, or the School District's Website: https://www.martinschools.org/page/information-for-vendors.

Proposers who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by DemandStar and Vendor Registry to planholders/members.

School Board reserves the right to: (i) waive any informalities or irregularities, (ii) reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for, (iii) reject any or all proposals in whole or in part with or without cause, (iv) re-advertise for proposals, (v) award in whole or in part to one or more Proposers, and (vi) accept the proposal which best serves the School Board.

The following meeting dates are subject to change according to the needs of the School Board.

RFP Number:	***1006-0-2627***
RFP Name:	E-Rate Network Cabling Refresh
RFP Advertising/Publish Date:	**November 2, 2026**
Mandatory Prebid/Walkthrough	**November 10, 2026 *(Jensen Beach High School 2 p.m. EST)***
Questions Deadline: **November 16, 2026 by no later than 12:00 PM eastern time (EST)**	The Purchasing Department will receive written requests for clarification and inquiries concerning the meaning or interpretation of this RFP by no later than 12:00 PM eastern time on **November 16, 2026.** Questions shall be emailed to bids@martinschools.org with reference to the RFQ number in the subject for faster recognition. Only questions answered by formal written Addenda issued by the District Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect. The School District shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the School District shall make every attempt to issue such addenda at least seven (7) calendar days before the date fixed for receiving submittals.
RFP Closing Date/Time: **December 2, 2026** **by no later than 2:00 PM EST**	Firms desiring to provide the services described shall submit package by completing and returning all required documents indicating Proposer's name and Project Name, RFP Number, and time and date of the RFP opening. Late proposals will be retained unopen
Submittal Requirements:	Proposal package must be submitted electronically through www.demandStar.com by responding no later than the designated deadline date and time. A Proposer's failure to submit as required before the deadline shall cause their submittal to be disqualified. It is the sole responsibility of the Proposer to ensure their submittal is received as required. The District shall in no way whatsoever be responsible for any delays caused by power outages or failures: email delivery or internet. Hard copies, mailed, or facsimile shall not be accepted. No exceptions will be considered. Proposers may not withdraw their RFP submittal for a period of ninety (90) calendar days after the day set for the opening of RFP's.
Proposed Evaluation Committee Mtg	**December 4, 2026** at 11:00 AM EST
Anticipated Award Date	**January 19, 2027**
Contact Information:	Start all email subject lines with the RFP number for faster recognition to: bids@martinschools.org
RFP Statement of Work:	The Martin County School District is seeking proposals from qualified firms to provide firm fixed pricing for a complete network cabling refresh in full compliance with the E-Rate Program of the USAC (Universal Service Administrative Company) for a five (5) year period.

ADVERTISEMENT PUBLICATION

Martin County School Board
1939 SE Federal Highway
Stuart, FL 34994

RFP# *1006-0-2627*

E-RATE NETWORK CABLING REFRESH

The Martin County School District is seeking proposals from qualified firms to provide firm fixed pricing for a complete network cabling refresh in full compliance with the E-Rate Program of the USAC (Universal Service Administrative Company) for a five (5) year period.

Solicitation Documents may be obtained by registering with www.DemandStar.com or www.vendorregistry.com. The District is not responsible for the content of any submittal package received through any 3rd party service or any other source.

Firms desiring to provide the services described shall submit one (1) complete electronic submittal, contained in one (1) file, Portable Document Format (PDF) format preferred, submitted electronically through www.DemandStar.com containing all of the required information **no later than 2:00pm, Eastern Time (EST) December 2, 2026.**

Questions: Email bids@martinschools.org by no later than 12:00 pm EST on November 16, 2026.

Martin County School District Website: https://www.martinschools.org/page/public-notices

DemandStar: https://network.demandstar.com/

Vendor Registry: http://www.vendorregistry.com/

LocaliQ | USA TODAY NETWORK

Publish Date: November 2, 2026

END OF SECTION

SECTION II

DEFINITIONS

1. **BILLED ENTITY APPLICANT REIMBURSEMENT (BEAR):** Notification Letter sent to the applicant and service provider and the applicant's EPC Newsfeed after a BEAR form 472 has been processed by USAC.

2. **BOARD/DISTRICT:** The Martin County School Board (District) a political subdivision of the State of Florida, and its individual and collective departments, managers, staff, and facilities.

3. **CONSULTANT:** To work or serve in an advisory capacity. A person or company that possesses unique qualifications which allow them to perform specialized advisory services usually for a fee.

4. **CONSULTANT SERVICES:** Services of an advisory nature required to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in-house or from within the entity.

5. **CONTINGENCY PLANNING: Planning** that applies to issues resulting from a crisis, emergency or interruption of a critical service.

6. **CONTRACT:** The written agreement for performance of the Statement of Work according to the terms and conditions in accordance with the Request for Proposal established by the District's Legal Services and entered into between the District and the successful Proposer. It includes all exhibits and attachments as approved by the District, and addenda or change orders issued by the Purchasing Department. In addition, these terms are used interchangeably in this Request for Proposals while retaining the same meaning.

7. **COST ALLOCATION:** A method to remove the costs of ineligible components of eligible equipment and services so that only the eligible portion is funded. This requirement helps to ensure applicants receive appropriate funding for eligible equipment and services even if some portion of the project is ineligible.

8. **E-RATE PROGRAM: One** of the four universal service programs administered by USAC. Formally known as the Schools and Libraries Program, the program provides discounts to schools and libraries for eligible equipment and services.

9. **EVALUATION/SELECTION COMMITTEE**: District staff and/or outside consultants assigned to evaluate the submitted proposals. A separate component of the Program Integrity Assurance (PIA) review process that follows up on certifications that applicants make on their FCC Forms 471 about the competitive process and the necessary resources to make effective use of requested services.

10. **FEDERAL COMMUNICATIONS COMMISSION (FCC):** The independent U.S. government agency that regulates interstate and international communications and oversees the universal service fund, which includes the E-Rate program.

11. **FUNDING REQUEST NUMBER (FRN):** A unique number that USAC assigns to each funding request in an FCC Form 471.

12. **FLORIDA DEPARTMENT OF EDUCATION (FLDOE): The** Florida Department of Education is the state education agency of Florida. It governs public education and manages funding and testing for local educational agencies.

13. **FLORIDA STATUTE (F.S.):** The written laws approved by legislatures, parliaments, or house of assembly.

14. **INTERNAL CONNECTIONS:** A Category Two service type on the Eligible Services List. Internal Connections services are eligible equipment, such as routers, switches, wireless access points, and cabling, which are necessary to transport or distribute broadband within one or more instructional buildings of a single school campus or within one or more non-administrative buildings that comprise a single library branch.

15. **LEGISLATIVE LAW: A** source of public procurement law that may include written constitutions, statutes, ordinances, and charters.

16. **LOBBYING:** Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of board member or District personnel after advertisement and prior to the posted recommendation on the award of the Contract.

17. **LOCAL AREA NETWORK (LAN):** A data* network that provides connections generally within an eligible school or library to other locations within the school or library.

18. **LOWEST CORRESPONDING PRICE (LCP)**: The lowest price that a service provider charges to non- residential customers who are similarly situated to a particular E-Rate program applicant (school, library, or consortium) for similar services.

19. **PROCUREMENT:** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Purchasing Department pursuant to District and State Board of Education requirements.

20. **"PROVIDER", "RESPONDENT", "CONTRACTOR", "VENDOROR" OR "SUCCESSFUL PROPOSER" OR "CONSULTANT":** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this RFP Proposer shall mean the same thing as the Respondent. The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.

21. **PURCHASING DEPARTMENT:** The Purchasing Department of the Martin County School District.

22. **QUALIFICATIONS/PROPOSAL, PROPOSALS,** shall refer to any Offer(s) submitted in response to this Request for Proposals.

23. **REQUEST FOR PROPOSAL, RFP", OR PROPOSAL:** A form of solicitation for equipment and services that provides for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined and where price may not be the primary evaluation factor. Evaluation of a submittal response is based on established criteria, which may include, but not be limited to, qualifications, experience, knowledge, operational approach, servicing procedures, and references regarding equipment and services and any additional details necessary for potential proposers to respond.

24. **RESPONSIBLE PROPOSER, OFFERER, QUOTER, OR RESPONDENT:** An individual or business which has submitted an offer, proposal, quotation, or response, and which has the capability/capacity in all respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.

25. **RESPONSIVE PROPOSER, OFFERER, QUOTER, OR RESPONDENT, VENDOR, CONTRACTOR** means an individual or business that has submitted an, offer, proposal, quotation or response, that conforms in all material respects to the solicitation.

26. **SERVICE PROVIDER IDENTIFICATION NUMBER (SPIN):** The Service Provider and Billed Entity Identification Number and General Contact Information Form issued to collect contact, remittance, and payment information from service providers and applicants receiving universal service support. Service providers must fill out this form to participate in any of the universal service programs. As of July 1, 2016, applicants who choose the Billed Entity Applicant Reimbursement (BEAR) payment method will need to file this form to receive an ID number (498 ID) for reimbursement payments.

27. **SERVICE PROVIDER INVOICE:** A method under the federal E-Rate program where the service provider files FCC Form 474 to request reimbursement for the discounted portion of eligible services

28. **SUBCONTRACTOR/SUB-CONSULTANT:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the successful proposer to furnish labor, or labor and materials, in connection with the Work or Services to the District, whether directly or indirectly, on behalf of the successful proposer.

29. **UNIVERSAL SERVICE ADMINISTRATIVE COMPANY (USAC):** The Universal Service Fund helps communities and people across the United States connect to the information, resources, and care needed; and serves under the direction of the Federal Communications Commission (FCC). An independent, not-for-profit corporation created by the FCC in 1997 to administer the four universal service programs which help provide communities across the country with access to affordable telecommunications services.

30. **WORK, SERVICES, PROGRAM, PROJECT, OR ENGAGEMENT**: All matters that shall be required to be done by the successful Proposer in accordance with the Statement of Work, and the Terms and Conditions of this RFP.

END OF SECTION II

SECTION III

INSTRUCTIONS TO PROPOSERS

1. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings. Nor will violations of Federal or State Laws and any applicable District policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

   No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

   If any employee of an awarded Proposer or subcontractor is found to have a firearm on District property, said employee shall be terminated from the project. If the awarded Proposer or subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination.

   Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes shall enter any school site.

2. **FINGERPRINTING, JESSICA LUNSFORD ACT:** Contractor, his subcontractors, vendors and suppliers who are to be permitted access to school grounds while students are present, or have direct contact with students or have access to or control of school funds shall obtain Level 2 background screening in accord with F. S.1012.465 – Jessica Lunsford Act.

   2.1 Level 2 screening excludes personnel working on school district property where students are present who have criminal records that include sexual offender, sexual misconduct with developmentally disabled or mental health patients, terrorism, murder, kidnapping, lewd, lascivious or indecent acts or exposure, incest, child abuse or neglect.
   2.2 Persons screened as noted above with other types of criminal history may be allowed on school grounds provided under following conditions:
   2.3 Contractor/CM, subcontractors, vendors and suppliers shall be under continuous direct supervision of school district employee or Level 2 screened and cleared employee as noted above.
   2.4 Contractor/CM, subcontractors, vendors and suppliers may be allowed on student occupied site if area of work is isolated from students by continuous six-foot-high chain link fence separating work area and school.
   2.5 Persons with current Level 2 clearance who are subsequently arrested for disqualifying offenses shall be disqualified from access to school sites and shall immediately surrender their Photo ID Badge to their employer who shall be responsible for returning badge to Martin County School District's Department of Human Resources within 48 hours of arrest or notice of arrest or criminal offense.
   2.6 Persons failing to notify their employer and Martin County School District's Department of Human Resources within 48 hours of arrest will be charged with 3rd degree felony, punishable by up to five years imprisonment and $1,000 fine.
   2.7 Employers of persons having been arrested for disqualifying offenses who subsequently allows said employee to continue working on school property may also be charged with 3rd degree felony, punishable by up to five years imprisonment and $1,000 fine.
   2.8 Contractor/CM, his subcontractors, vendors and suppliers working on school board sites shall be fingerprinted and obtain work badges.
   2.9 Questions regarding fingerprinting or identification badge processing may be directed to District Personnel Department at (772)219-1255, Ext. 30296.
   2.10 The fingerprint screening must be completed in advance of the awarded Proposer providing any services. The awarded Proposer shall bear the cost of acquiring the background screening required by F.S. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the awarded Proposer and its employees. Awarded Proposer shall provide District with a list of its employees. Awarded Proposer shall update these lists in the event that any new employees are added and awarded Proposer agrees that new employees shall be fingerprinted. Awarded Proposer agrees that in the event any employee is convicted of a criminal offense, the awarded Proposer shall notify the District within forty-eight (48) hours.
   2.11 The parties agree in the event that the awarded Proposer fails to perform any of the duties described in the above paragraph, this shall constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded Proposer agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from awarded Proposer's failure to comply with the requirements of this paragraph or F.S.1012.32 and 1012.465.

3. **QUALIFICATIONS:** Proposals shall be considered from qualified firms or individuals whose experience and expertise includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable. The District may conduct such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Proposers, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the District's satisfaction within the prescribed time. The District reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation to the District's satisfaction.

4. **ANNUAL APPROPRIATION:** This Proposal is conditional upon the District having funding to implement the Contract.

5. **FUNDING OUT:** Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts. It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this Request for Proposals and must be agreed to by all Proposers:

   The Board or its designee may, during the contract period, terminate or discontinue the items covered in this RFP for lack of appropriated funds upon the same terms and conditions. Such prior written notice will state that the lack of appropriated funds is the reason for termination, and Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this RFP from another awarded Proposer in the succeeding funding period.

6. **COST OF PROPOSAL:** Costs, either direct or indirect, incurred by the Proposer in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this Proposal are solely the responsibility of the Proposer and not the District, and are not to be charged to the District.

7. **BACKGROUND INVESTIGATION:** As a part of the RFP evaluation process, the District may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Sheriff's Office. The Proposer's submission of a RFP constitutes acknowledgement of and consent to such investigation. The District shall be the sole judge in determining the Proposer's qualifications.

8. **FACILITIES:** The District reserves the right to inspect the Proposer's facilities at any reasonable time, prior to award of the Proposal, during normal working hours, with prior notice to determine that it has a bona fide place of business, and is a responsible Proposer.

9. **INQUIRIES:** Inquiries concerning Proposal Submittals should be made in writing to bids@martinschools.org. The District will respond to written inquiries, if received at least 10 calendar days prior to the date scheduled for opening the proposals. The District shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. **Written addenda shall be disseminated via www.demandStar.com.** No interpretation shall be considered binding unless provided in writing to the Martin County School District Purchasing Department. **It is the sole responsibility of the Proposer to ensure all addenda are received.**

   CONTACT WITH MARTIN COUNTY SCHOOL DISTRICT PERSONNEL OTHER THAN PURCHASING STAFF OR A DESIGNATED REPRESENTATIVE REGARDING THIS REQUEST FOR PROPOSALS SHALL BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

10. **INTERPRETATIONS AND ADDENDA:** All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing contact person through written communication prior to opening of the proposals. Failure to do so on the part of the Proposer shall constitute an acceptance by the Proposer of any subsequent decision by the District. MCSB will receive written requests for clarification concerning the meaning or interpretation of this RFP by issuance of addenda via www.demandstar.com, until ten (10) days prior to the submittal date. Questions shall be emailed to bids@martinschools.org with reference to the RFP number in the subject for faster recognition. Only questions answered by formal written Addenda issued by the MCSB Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

    10.1 If there is a conflict between the General Conditions, Special Conditions, Technical Specifications and Drawings, refer to general conditions, and Order of Precedence.
    10.2 Receipt of all addenda shall be acknowledged, signed by the Proposers.
    10.3 Respondents may not contact any member of the selection committee, District employees or Board members.

11. **DELAYS:** The District may delay scheduled due dates if it is to the advantage of the District. The District shall notify proposers of all changes in scheduled due dates by written addenda. However, it is the sole responsibility of the Proposer to ensure that their proposal is submitted on or before the RFP Due Date and Time. The District shall in no way be responsible for any delays arising from or caused by any occurrence whatsoever in its receipt of any proposals after the RFP Due Date and Time. *No exceptions will be made*.

12. **SUBMITTAL INFORMATION:** Proposer should submit their proposal indicating Proposer's name and Project Name, RFP Number, and time and date of the RFP opening. The submission of proposals shall be submitted electronically through www.DemandStar.com by Proposers responding to this RFP no later than the designated deadline date and time. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. Late proposals will be retained unopened.

    12.1 All submittals must be compatible with Microsoft Office or Portable Document Format (PDF). The Proposer can only view/submit his/her Electronic Submittal and will not have access to any other Proposer's submittals. The Proposer's Electronic Submittal may be changed at the Proposer's discretion until the RFP Due Date and Time is reached. The Proposer will no longer be allowed to change or have access to the electronic submittal after the RFP Due Date and Time as the District will open all proposals on said date. Any Proposer who is submitting an Electronic Submittal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.
    12.2 Submit the entire Proposal Package by completing and returning all required documents tabbed and as described in Section VI. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.
    12.3 Proposals, once opened, become the property of the District and shall not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.
    12.4 Offers by facsimile, telegram, or telephone are **not** acceptable. Offers shall NOT be altered by the respondent after opening of the RFPs. Respondent's Name shall be publicly announced at the opening time and place indicated. All Proposers and their representatives are invited to attend. RFP tabulations are posted online at www.demandstar.com.
    12.5 All RFPs shall remain subject to acceptance for ninety (90) calendar days after the day of the RFP opening.
    12.6 It is the sole responsibility of the Proposer to assure that his or her submittal is uploaded to DemandStar on or before the RFP Due Date and Time. The District shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.

13 **EXECUTION OF PROPOSAL:** Respondents shall submit their response electronically as described above. For this purpose, all references herein to signing requirements or other required acknowledgments hereby include either a manual signature in blue ink or by electronic digital signature by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. Proposal must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any part of the Proposal document must be initialed in ink. The respondent agrees that the action of electronically submitting its response constitutes the following:

- An electronic signature on the responses.
- An electronic signature on any form or section specifically calling for a signature and
- An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- Compliance to electronic signatures as specified in F.S. Chapter 668.

The submittal of a Statement of Proposal by the Proposer shall be considered by the District as constituting an Offer by the Proposer to perform the required services.

Proposals by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer

accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.

Proposals by partnership must be executed in the partnership name and signed by a general partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

All names of persons signing documents must be typed or printed below the signature.

14. **EVALUATION METHODOLOGY:** The District shall assemble an evaluation/selection committee comprised of staff and additional consultants, if necessary. The Selection Committee reserves the right to select the most qualified individuals/firms from review and evaluation of the packages submitted. This committee shall evaluate the proposals and may recommend the top ranked for award or recommend the short-listed firms for visual/oral presentations or request additional or clarifying information. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Statement of Services and other requirements as required by the District. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

    Shortlisted firms may be asked to make a presentation of its qualifications and methodology. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

    The District reserves the right to negotiate an agreement with the shortlisted firms; individually based upon ranking to reach an agreement with the next ranked firm, or to conduct concurrent negotiations; best and final offers, who shall then be recommended to the District Board for award. The District reserves the right to award to one Proposer, to multiple Proposers or to reject all responses. The District shall be the sole judge and final arbiter of its own best interests with the proposal, and the resulting agreement. The District reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, shall be based on both an objective and subjective comparison of Proposals and Proposers. The District's decisions shall be final. The District's evaluation criteria are stated in Section VII of this RFP.

15. **AWARD OF CONTRACT:** The District reserves the right to reject any and all Proposals, waive any and all informalities, minor irregularities, and to make a multiple award if it is in the best interest of the District.

    District contracts are awarded only when a fully executed written agreement has been returned to the Proposer by the District. No one shall be entitled to rely on any other action as an award. The District shall not be liable for any costs incurred by the Proposer prior to execution of the contract by the parties.

    NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE PROPOSER, OR A PURCHASE ORDER HAS BEEN ISSUED BY THE DISTRICT TO THE PROPOSER. THE DISTRICT RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER TO THE PROPOSER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO PROPOSER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE DISTRICT SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

16. **REJECTION CRITERIA/ DISQUALIFICATION OF PROPOSER:** More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. The District reserves the right to reject the proposal of any Proposer in arrears or in default upon any debt or contract to the District or who have failed to perform faithfully any previous contract with the District or with other governmental jurisdictions. All Proposals shall be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced shall be subject to review and/or rejection. Your proposal shall be rejected as non-responsive if any of the following criteria exist (this list is not all inclusive):

    16.1 The RFP response Package is found to have concealed or contained false and/or misleading information.
    16.2 Executed requested Attachments/Affidavits or Tab sections are not submitted with the response.
    16.3 Substitution of (SF) 330, 254 or 255 for Specific Related Experience of the Firm selection and Management Team Tabs shall result in your proposal being rejected as non-responsive.
    16.4 Not including an executed Proposer signature page.
    16.5 Not licensed to perform the required work or provide the required product.
    16.6 Not eligible to Propose due to violations listed under paragraph #22, Public Entity Crimes.
    16.7 The right is reserved to reject any and all Proposals or to accept the one deemed by the District to be the most advantageous.
    16.8 Irregular Proposals are defined as those containing serious omissions, unauthorized alternative Proposals, incomplete Proposals or unbalanced Proposals. Failure to provide all of the information required to accompany the Proposal, Proposal Form and Specifications shall be considered a serious omission, which may result in the Proposal being rejected as non-conforming. Failure to fill out forms completely, indicating compliance or deviation for each item may be used as reason for rejection of the Proposal.
    16.9 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

17. **WAIVERS:** The Board, at its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it shall best serve public interest.

18. **NO PROPOSAL:** If not submitting a Proposal, please respond no later than three (3) days prior to the Proposal opening date and time, by returning the acknowledgment, noting the reason in the space provided.

19. **WITHDRAWAL OF PROPOSALS:** Proposers may not withdraw their RFP submittal for a period of ninety (90) calendar days after the day set for the opening of RFPs. Otherwise all Proposals shall be irrevocable unless the Proposal is withdrawn only by written communication delivered to the Purchasing Department prior to the solicitation closing date and time. The Proposer must present certification to assure that they are indeed an authorized

representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented.

20 CONFLICT OF INTEREST: The Contractor represents and warrants to the District that no officer, employee, or agent of the District has any interest, either directly or indirectly, in the business of the Contractor to be conducted hereunder. The Contractor further represents and warrants to the District that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Contractor any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract. The Contractor also acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this contract. It is understood and agreed by the Contractor that, upon the breach or violation of this Section, the District shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Contractor.

20.1 The Contractor represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes. The Contractor represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the District.

20.2 The Consultant represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Consultant's ability to perform the services required by this contract. Further, the Consultant represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict in interest.

20.3 The Consultant shall promptly notify the District in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Contractor. If, in the opinion of the District, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the District shall so state in the notification and the Contractor shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the District by the Contractor under the terms of this Contract.

21 NON-COLLUSION: By submitting a Proposal the Proposer certifies that it has not divulged discussed or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming and removal from the District's Proposal list(s).

22 PUBLIC ENTITY CRIMES: The Proposer 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 the State of Florida or Federal Government. Further, Proposer certifies that it has divulged, in its Proposal response information regarding any of these actions or proposed actions with other governmental agencies.

22.1 Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subvendor, 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 F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

22.2 The awarded Proposer or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Proposer must provide documented proof of efforts to comply with this requirement. The Owner may declare any noncompliance or lack of diligent effort by the awarded Proposer to comply as a breach of contract and immediately terminate the services of the awarded Proposer.

22.3 Any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded Proposer's contract at the sole discretion of the District. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

23. **PROPOSAL AS PUBLIC DOMAIN:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. This includes material that the responding Proposer might consider to be confidential or a trade secret. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise "restricted".**

24. **PUBLIC RECORDS:** Pursuant to Florida Statute Section 119.071 (3)(b) F.S., sealed Proposals or proposals received by an agency pursuant to invitations to Proposal or requests for proposals are exempt from the provisions of 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to §120.57(3)(a), F.S. or within 10 days after Proposal/proposal opening, whichever is earlier.

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 772. 219.1200, ext. 30368, 1939 SE Federal Highway, Stuart, Florida 34994 or click here.

24 **LICENSES:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

25 **SUNBIZ:** Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

26 **BUSINESS TAX RECEIPT:** Proposer shall comply with Business Tax Receipt requirements for their business location, if applicable.

A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

27 **PROPOSER MAILING ADDRESS:** It is the responsibility of every Proposer to register and maintain their current registration information. Proposers that have received the RFP from DemandStar.com must maintain their information on the DemandStar database. Awarded firms must maintain their current registration information with the Purchasing Department. DemandStar shall be used to make notice of Proposals and other information to Proposers. To check your current registration information, log on to http://www.demandstar.com. You may also change/ update/revise your mailing address and commodity information on that web site.

28 **MINORITY BUSINESS PARTICIPATION:** The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint ventures, prime Proposers, and sub-Proposers in contracting opportunities.

29 **JOINT PROPOSALS:** In the event multiple Proposers submit a joint Proposal in response to the Proposal, a single Proposer shall be identified as the Prime Vendor. If offering a joint Proposal, Prime Vendor must include the name and address of all parties of the joint Proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the required response form shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. The Prime Vendor shall remain responsible for performing services associated with response to this Proposal.

30 **LOBBYING:** Proposers are hereby advised that they are not to lobby with any District personnel or board members related to or involved with this Proposal until the administration's recommendation for award. All oral or written inquiries must be directed through the Purchasing Department. Any Proposer or any individuals that lobby on behalf of Proposer during the time specified shall result in rejection / disqualification of said Proposal.

31 **CONE OF SILENCE:** A cone of silence is hereby established for all competitive selection processes for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

The cone of silence prohibits any communication regarding a competitive solicitation process:

A. A potential vendor, service provider, bidder, lobbyist, or consultant and the staff of the District, including school principals; and;
B. A potential vendor, service provider, bidder, lobbyist, or consultant and any one (1) or more of the School Board members or member-elects.

Unless specifically provided otherwise in the solicitation, the cone of silence does not apply to the following:

A. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's purchasing department.
B. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's staff attorney or School Board attorney.
C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post-bid-opening meetings and site visits, which are administered by either the purchasing department or the planning and construction department, prior to issuance of a written recommendation of contract award.

32. **KICKBACKS:** Any Contractor giving or offering to any employee and/or official of the School Board, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

33. **TRADE SECRETS:** Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the School District's opinion a Trade Secret pursuant to Florida law, shall be void.

33.1 If a Proposer submits any documents or other information to the School District which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Law"), the Proposer shall clearly designate that it is a Trade Secret (in bold 14-point font and capitalized letters) and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida law. The School District shall not be liable for the use or disclosure of trade secret data that Proposer has failed to mark as such.

33.2 The Proposer agrees and consents that the School District shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. Pricing will not be considered a Trade Secret.

33.3 The School District's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgments, attorneys' fees or costs incurred by any person or entity as a result of the School District's treatment of records as public records or records exempt as Trade Secrets. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, **DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL, AND DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.**

33.4 The School District will provide Proposer with prompt notice by phone and/or email of any request for public records in which that Proposer has claimed an exemption information being a Trade Secret so that the Proposer may seek, at its sole expense, an appropriate protective order from a court of competent jurisdiction. In the event the Proposer elects not to seek an appropriate protective order or is unable to obtain such an order within no later than ten (10) business days following receipt of notice, the Proposer agrees and consents that the School District shall be permitted to respond to the public records request with the response not being deemed a breach by the School Board of its obligations under the Agreement or the Florida Statutes governing Trade Secret exemptions. The Proposer would then be waiving any rights relating to Trade Secrets under Florida law. Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgments, attorneys' fees or costs incurred by

School Board as a result of the School District's providing the records in response to the public records request or withholding them based on Proposer's assertion of the Trade Secret exemption.

33.5 The indemnification provisions survive the School Board's award of the contract and remain as long as the trade secret data is in the possession of the School Board.

34. **ASSIGNMENT:** The successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District. Furthermore, the awarded Proposer shall not transfer or assign the performance required by this RFP without the prior written consent of the District. Any award issued pursuant to this RFP and monies that may become due hereunder are not assignable except with prior written approval of the District.

35. **SUBCONTRACTING:** If an awarded Proposer intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the Proposer's Proposal or prior to use for approval. No subcontracting shall take place prior to Proposal-awarded Proposer furnishing this information and receiving written approval from the District. The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Request for Proposal.

Nothing contained in this RFP will be construed as establishing any contractual relationship between any sub-proposer(s) and the District. The awarded Proposer (s) shall be fully responsible to the District for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any changes in subcontractors requires prior School District written approval.

36. **STATE OF FLORIDA TERM CONTRACTS 1010.04, F.S.:** (1)(a) Purchases and leases by school districts and Florida College System institutions shall comply with the requirements of law and rules of the State Board of Education. (b) Before purchasing nonacademic commodities and contractual services, each district school board and Florida College System institution board of trustees shall review the purchasing agreements and state term contracts available under s. 287.056 to determine whether it is in the school boards or the board of trustees' economic advantage to use the agreements and contracts. Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

"The purchasing agreements and state term contracts available under s. 287.056 have been reviewed, and it is determined that the best course of action is to issue a solicitation."

37. **CONTRACT TERMS:**

a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.

b. Contractors providing service under this contract assure the School Board that they are conforming to and otherwise complying with the following, as applicable:

- The Civil Rights Act of 1964, as amended.
- Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
- Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
- Executive Order 11738.
- EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
- Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
- Energy Policy and Conservation Act, 42 U.S.C. 6201.
- Funding Agreement (Rights to Inventions) 37 CFR Part 401.
- Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
- Equal Employment Opportunity, 41 CFR Part 60.
- Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States".)
- Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.
- Federal Emergency Management Agency (FEMA), 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards; & The Stafford Act pertaining to disaster response, when applicable.

END OF SECTION III

SECTION IV

GENERAL CONDITIONS

These general terms and conditions apply to all offers made to the Martin County School District by all prospective Proposers including but not limited to Request for Quotes, Invitations to Bid, and Request for Proposals. As such the words "RFP", “bid”, and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers.

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this RFP, Section IV, General Conditions, Item #2, Order of Precedence shall prevail.

1. **CONTRACT TERM:** At all times during the term of the contract, the successful Proposer shall act as an independent Contractor and at no time shall be considered an agent or partner of the District.)
   - 1.1 **Contract Period:** This contract shall be firm for up to a five (5) year term subsequent to approval by the proper District authorities. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the District and the successful proposer.
   - 1.2 **Contract Amendment/Modification:** The right is reserved to purchase any number of additional items at the prices proposed in this agreement, that are of similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services and shall provide the District prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the District, and the situation cannot be resolved to the satisfaction of the District, the District reserves the right to procure those items/services from other vendors. Furthermore, the District reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the District at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

2 **ORDER OF PRECEDENCE:** In resolving conflicts resulting from errors or discrepancies in any of the RFP or Contract Documents, the order of precedence (lower number item controls) shall be as follows:

- Change Order
- Contract/Purchase Order
- Addenda
- RFP Forms, if applicable
- Request for Proposals
- General Conditions
- Instructions to Proposers

3 **UNBALANCED PROPOSALS:** Proposals that are judged to be mathematically or materially unbalanced shall be cause for the Proposal to be rejected as non-responsive.

4 **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this RFP is implied or given.

5 **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Proposal shall be stated in the contract to meet the following conditions to be considered a valid payment request. **If progress payments are applied for, all invoicing and payments shall be as stipulated under the Special Conditions section titled “Progress Payments”.** Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

Martin County School District
Attn: Accounts Payable Department
1939 SE Federal Highway
Stuart, FL., 34994
Email: invoices@martinschools.org

Payment will be made after the goods/services from the awarded Proposer have been received/completed; inspected and found to comply with negotiated contract, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

6 **INCORRECT PRICING/INVOICES:** Any pricing on invoices that are incorrect and were not included on the original Purchase Order must be brought to the attention of the Project Manager and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District’s attention and did not receive written approval via a Change Order issued by the Purchasing Department shall not be honored.

7 **DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Awarded Proposers may be presented these credit cards by authorized School District personnel for the above-mentioned purchases. Proposer (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under $1,000.

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

9 **DISPUTES:** In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the District shall be final and binding on both parties.

10 **PROPOSAL PROTEST:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

10.1 Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.

10.2 With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.

10.3 The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

10.4 In order for the District to consider the protest, the protesting party shall deliver with the formal written protest to the District a "protest bond" in the amount as follows:

10.4.1 Twenty-five thousand dollars ($25,000) or 2 percent (2%%) of the lowest accepted proposal, whichever is greater, for projects valued over $500,000; and

10.4.2 Five percent (5%) of the lowest accepted proposal for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.

10.4.3 If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.

10.4.4 If the protest (with respect to 11.2 above) the protest bond shall be the same as 11.4.1 and 11.4.2, except that the protest bond amount shall be calculated against the budgeted amount of the project.

11 **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

12 **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

The prospective lower tier participant certifies, by submission and signature of this submittal, 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.

Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

13 **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of completing the project within the agreed upon time frame.

14 **INDEMNIFICATION:** Awarded Proposer agrees to protect, defend, indemnify, and hold harmless the District, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the District, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Awarded Proposer, its employees, or agents, arising out of or connected with this Agreement. The Awarded Proposer shall not be required to indemnify the District or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the District, or its agents, employees or representatives.

14.1 The Awarded Proposer, without exemption, shall indemnify and hold harmless, the District, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the Awarded Proposer. Further, if such a claim is made, or is pending, the Awarded Proposer may, at its option and expense, procure for the District the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article on request to the Awarded Proposer and receive reimbursement from the awarded Proposer. If the Awarded Proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article will survive the termination of any contract with the School District.

14.2 The parties agree that Ten Dollars ($10.00) of the total compensation paid to the Proposer for performance of this Agreement shall represent the specific consideration for the Proposer's indemnification of the Owner.

14.3 The District reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Proposer under the indemnification agreement.

14.4 It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

15 DEMONSTRATIONS: The District may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Proposer.

16 COPYRIGHTS OR PATENT RIGHTS: The Proposer warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing or selling the goods shipped or ordered as a result of this RFP. The seller agrees to hold the District harmless from all liability, loss or expense occasioned by any such violation.

17 PERFORMANCE: Throughout the contract period the Contractor(s) performance will be monitored by District staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications and requirements of the RFP and receives an unacceptable rating, the District may without cause and without prejudice to any other right or remedy, terminate the contract whenever the District determines that such termination is in the best interest of the District. Contractor's receiving an unacceptable rating shall be served by written notice by the Procurement Department. The District shall be the sole judge of nonperformance.

18 DEFAULT: In case of default by the Proposer, the Board may procure the articles or services from other sources and hold the Proposer responsible for any excess costs incurred thereby.

19 TERMINATION:

19.1 General - The CONTRACT may be terminated as follows:

a. By the DISTRICT, at is convenience pursuant to paragraph 18.2;
b. By the DISTRICT for CONTRACTOR's failure to adequately perform the Contract, pursuant to paragraph 18.3;
c. By the mutual Contract of the parties; or as may otherwise be provided below.
d. In the event of the termination of the CONTRACT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

19.2 Termination for DISTRICT's Convenience: The DISTRICT, by a 30-day written notice, shall have the right to terminate and cancel the Contract, without the CONTRACTOR being at fault, for any cause or for its own convenience, and require the CONTRACTOR to immediately stop work. In such event, the DISTRICT shall pay the CONTRACTOR for the work actually performed. The DISTRICT shall not be liable to the CONTRACTOR for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

19.3 Termination for CONTRACTOR's Failure to Perform: In addition to any other termination provisions that may be provided in the CONTRACT, the DISTRICT may terminate the CONTRACT in whole or in part if the CONTRACTOR makes a false Invoice or fails to perform any obligation under the CONTRACT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONTRACTOR of written demand from the DISTRICT to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the failure. In the event that the awarded bidder abandons this Contract or causes it to be terminated, awarded bidder shall indemnify the District against loss pertaining to this termination.

19.4 Payment upon Termination: Upon termination of the CONTRACT, the DISTRICT shall pay the CONTRACTOR for those Services actually rendered and contracted for under the CONTRACT, and those reasonable and provable expenses required and actually incurred by the CONTRACTOR for Services prior to the effective date of termination. Where the CONTRACT is terminated for cause by the DISTRICT, such payment shall be reduced by an amount equal to any reasonable and provable expenses actual incurred by the DISTRICT as a direct result of the termination.

19.5 Delivery of Materials Upon Termination: In the event of termination of the CONTRACT by the DISTRICT, prior to the CONTRACTOR's satisfactory completion of all the Services described or alluded to herein, the CONTRACTOR shall promptly furnish the DISTRICT, at no additional cost or expense, with one (1) copy of the following items (collectively "Documents"), any or all of which may have been produced prior to and including the date of termination: data (including electronic data), specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONTRACTOR, or by any Specialty CONTRACTOR, in rendering the Services described herein, and not previously furnished to the DISTRICT by the CONTRACTOR pursuant to this CONTRACT. The Documents shall be the sole property of the DISTRICT, and the DISTRICT shall be vested with all rights provided therein of whatever kind and however created. The CONTRACTOR shall also require that all such Specialty CONTRACTORS agree in writing to be bound by the provisions of this Section.

20 **EMPLOYEES:** Employees of the awarded Proposer shall at all times be under its sole direction and not an employee or agent of the District. The Awarded Proposer shall supply competent and physically capable employees. The District may require the Awarded Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Awarded Proposer shall be responsible to the District for the acts and omissions of all employees working under its directions.

21 **ANTI-DISCRIMINATION:** The Proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

22 **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT:** The Proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

a. During the performance of the Contract, the awarded Proposer shall not discriminate against any employee or applicant for employment because of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, marital status, political affiliation, familial status, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers
b. The awarded Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
c. The awarded Proposer shall agree 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.
d. The awarded Proposer further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Proposer shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities.

e. Proposer understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

23 **TAXES:** The District is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided.

24 **INSURANCE REQUIREMENTS:** Proposer hereby agrees to procure and maintain insurance, as may be required, for the term of this agreement, and provide proof of insurance as evidenced by a valid Certificate of Insurance. A Certificate of Insurance (COI), deemed acceptable to the Martin County School District, must be received by the contract administrator or their designee at least thirty (30) days prior to the start of any work. Notice of cancellation prior to the expiration date thereof, for any reason other than non-payment of premium or fraud, must be delivered to the contract administrator with at least thirty (30) days advance notice. If requested, a complete copy of the insurance policy must be provided to the contract administrator or their designee within seven (7) days from the date requested.

a. **Commercial General Liability:** Insurance coverage for death, bodily injury, personal injury, or property damage. Coverage must be on an occurrence form with limits of least $1,000,000 each occurrence and $2,000,000 general aggregate. The Martin County School District must be added as an ADDITIONAL INSURED. Any requirements, conditions, or stipulations that limit or restrict a covered activity must be clearly indicated on the Certificate of Insurance or attached thereto. If coverage is afforded solely or in part, through membership, registration, or participation in a master association, organization, or group, the terms and conditions for continued eligibility must be maintained. A lapse in insurance or failure to maintain appropriate coverage may result in the termination of this agreement.

b. **Automobile Liability:** Insurance coverage for any auto, including hired and non-owned, used in the course and scope of work. Business automobile liability insurance coverage must be on an occurrence form with limits of at least $500,000 combined single limit, or $100,000 per person and $300,000 per accident. *Insurance is required as noted herein if your business owns, leases or rents vehicles. For personal vehicles that are not owned by the business but are driven onto school property in order to conduct business, we require evidence of personal automobile insurance at least equal to the Florida legal minimum of $10,000 personal injury protection (PIP) and $10,000 property damage liability (PDL).*

c. **Workers' Compensation and Employers' Liability:** Insurance that complies with Florida statute, Chapter 440. Minimum coverage limits must be the greater of (1) the statutory requirement or (2) $500,000 each accident, $500,000 disease - each employee, $500,000 disease - policy limit. *Workers' Compensation insurance is only required if Florida statute mandates that your business have coverage.*

d. **Sexual Abuse and Molestation:** Insurance coverage required if contact with students on or off school property. Coverage must be on an occurrence form with limits of least $100,000 each occurrence and $300,000 general aggregate.

25 **RECORDS/AUDITS:** The awarded Proposer shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the District's Auditor. The awarded Proposer agrees to make available to the District's Auditor, during normal business hours all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

26 **UNIT PRICES:** Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of RFP Prices or Price Proposal Form, the unit prices shall prevail.

27 **EXCLUSIVE RIGHTS-USE OF OTHER CONTRACTS:** The right to provide the commodities and services granted under this contract shall not be exclusive. The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative RFP agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this RFP, if it is in the best interest to do so. The District also reserves the right to separately RFP any single order or to purchase any item on this RFP if it is in its best interest to do so.

28 **THE U.S. DEPARTMENT OF AGRICULTURE'S "BUY AMERICAN" PROVISION:** Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, **substantially** using agriculture commodities that are produced in the United States. The word "substantially" is defined as over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

29 **TRADE-NAMED ITEMS:** When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The district reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, the Director of Purchasing. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded, and ordered are prohibited except as may be approved by the Director of Purchasing.

30 LIABILITY, INSURANCE, LICENSES, AND PERMITS

a. Where awarded Proposers are required to enter upon District property to deliver materials, perform services, or complete installations pursuant to this Contract, the awarded Proposer shall assume full responsibility for obtaining and maintaining all licenses, permits, approvals, certifications, and insurance required for the performance of the work.

b. The awarded Proposer shall comply with all applicable federal, state, county, and local laws, regulations, ordinances, codes, and standards governing the work to be performed under this Contract.

c. The awarded Proposer shall maintain all licenses required for the installation of low-voltage communications infrastructure within the State of Florida throughout the duration of the Contract. Failure to maintain required licensing may be deemed a material breach of Contract and may result in termination or other remedies available to the District.

d. The awarded Proposer shall maintain current manufacturer certifications required by the specifications and warranty requirements of this Contract throughout the term of the Contract. At a minimum, the Contractor shall maintain Siemon Certified Installer status, or other manufacturer certification specifically required by the Contract Documents, for the duration of the Project and shall provide evidence of such certification upon request by the District.
e. The awarded Proposer shall be liable for any damage to District property, facilities, utilities, communications infrastructure, equipment, furnishings, landscaping, or improvements resulting from the acts or omissions of the awarded Proposer, its employees, agents, subcontractors, or representatives. Any such damage shall be repaired or replaced at the sole expense of the awarded Proposer and to the satisfaction of the District.
f. The awarded Proposer shall be responsible for all activities associated with the performance of the Contract and shall indemnify the District as otherwise required by the Contract Documents.
g. Notwithstanding the foregoing, the liability of the awarded Proposer shall be subject to the limitations expressly provided elsewhere in the Contract Documents.

31 **RIGHTS TO PROPOSAL/RFP DOCUMENTS:** All copies and contents of any proposal, attachment, and explanation thereof submitted in response to this Request for Proposals (except copyright material), shall become the property of the School District of Martin County, Florida. The School District reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S. Said material shall be returned to the Proposers prior to award of contract so as to preserve the proprietary and confidential nature of its contents.

32 **SEVERABILITY:** Indulgence by the District on any non-compliance by the Proposer does not constitute a waiver of any rights under this Request for Proposals. If any term or provision of this RFP or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this RFP or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this RFP/Contract shall be deemed valid and enforceable to the extent permitted by law.

33 **VENUE:** All contracts shall be governed by the laws of the State of Florida and venue shall be in Martin County, Florida. The venue of any legal action resulting from this Proposal shall be Martin County, Florida.

34 **EXPENSES:** Neither the DISTRICT nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.

35 **SCRUTINIZED COMPANIES:** Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this solicitation through the term of this contract, including renewals or extensions.
Acceptance of an offer certifies Contractor attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs.

36 **UNAUTHORIZED WORKERS:** The District shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The District shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the District.

37 **VERIFICATION OF EMPLOYMENT (E-VERIFY):** The District shall not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The District shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section I324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the District.
a. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
b. Subcontractors
    i. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
    ii. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
    iii. Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
c. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

38 **IRREGULARITIES:** Proposals not meeting stated minimum terms and qualifications may be rejected by the District as non-responsive or irregular. However, the District reserves the right to waive any irregularities, technicalities or informalities in any proposal. The District reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.

39 **SOVEREIGN IMMUNITY:** No Waiver of Sovereign Immunity: Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

40 **INTERESTS OF FOREIGN COUNTRIES:** A governmental entity may not knowingly enter into a contract with an entity, may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria, pertaining to the entity is owned by the government of a foreign country, or organized under the laws of or has its principal place of business in a foreign country of concern.

41 **PROHIBITION:** In accordance with F.S. 287.05701 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting, the Board may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

42 41. **HUMAN TRAFFICKING:** Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the affidavit attached hereto in Attachment

END OF SECTION IV

SECTION V
STATEMENT OF SERVICES

5.1 OVERVIEW

The Martin County School District ("District") is seeking proposals from qualified and experienced firms to furnish all labor, supervision, project management, materials, equipment, tools, transportation, testing, documentation, certifications, warranties, permits, and incidentals necessary to provide a complete Fiber Optic Cabling Refresh at ***Jensen Beach High School, 2875 NW Goldenrod Road, Jensen Beach, Florida 34957.***

The Project consists of furnishing, installing, terminating, labeling, testing, certifying, and documenting a complete fiber optic backbone infrastructure system at Jensen Beach High School. Work includes the installation of fourteen (14) multimode fiber optic backbone cable runs connecting the Main Distribution Frame (MDF), located in Room 002-190, to designated Intermediate Distribution Frames (IDFs) throughout the campus. The Contractor shall furnish all labor, materials, equipment, pathway components, supports, hardware, project management, and related incidentals necessary to provide a complete and fully operational fiber optic cabling system. All work shall be performed in accordance with the Contract Documents, Martin County School District Division 27 Communications Specifications, applicable manufacturer requirements, applicable industry standards, and all federal, state, and local laws, codes, and regulations.

The Contractor shall provide complete test results, labeling records, as-built documentation, manufacturer certifications, warranties, and all other closeout documentation required for final acceptance of the Project.

5.2 MINIMUM QUALIFICATIONS AND EXPERIENCE

This RFP shall be awarded only to a responsive and responsible proposer qualified to perform the work specified herein.
The proposer shall submit the following information with its proposal response:

A. Proposer shall possess all licenses, registrations, and certifications required by applicable federal, state, and local laws to perform low-voltage communications installations within the State of Florida.
B. Proposer shall provide documentation demonstrating current status as a Siemon Certified Installer and shall maintain such certification throughout the term of the Contract.
C. Proposer shall provide a minimum of three (3) references for projects of similar scope and complexity completed within the last five (5) years. At least one (1) reference shall be from a Florida public school district, governmental agency, or other public-sector entity.
D. Proposer shall provide evidence of successful experience installing structured cabling systems, fiber optic backbone infrastructure, telecommunications rooms, communications cabinets, and associated network infrastructure.
E. No proposal will be accepted from any firm that is in arrears to the District upon any debt or obligation or that has previously failed to satisfactorily perform work for the District.
F. The District reserves the right to investigate the qualifications, experience, financial stability, and performance history of any proposer.

5.3 BRAND NAME OR EQUIVALENT

Products identified within the Contract Documents establish the level of quality, functionality, and performance required by the District.
Where a manufacturer or product is referenced, such reference shall establish the minimum acceptable standard. Equivalent products may be proposed provided the proposer submits sufficient technical documentation demonstrating equal or superior functionality, compatibility, performance, and warranty coverage.
Any proposed substitute product shall be fully compatible with the requirements necessary to obtain the specified Siemon System Certification (SCS) Warranty.
The District shall be the sole judge in determining equivalency.

5.4 PROJECT REQUIREMENTS AND STATEMENT OF SERVICES

The Contractor shall furnish and install a complete fiber optic backbone infrastructure system including all labor, materials, equipment, supervision, testing, documentation, certifications, and warranties required for a fully operational installation.
Project work shall include, but not be limited to, the following:

A. Fiber Optic Backbone Cabling

The Contractor shall furnish, install, terminate, test, label, document, and certify a total of **fourteen (14) multimode fiber optic cable runs** between the Main Distribution Frame (MDF) and designated Intermediate Distribution Frames (IDFs) throughout the Jensen Beach High School campus.

B. MDF and IDF Locations

Fiber cabling installation shall connect the MDF and the following building locations:

- 001-118
- 003-194
- 003-108
- 004-192
- 004-195
- 004-292
- 004-295
- 005-192
- 006-113
- 006-201
- 007-191
- 008-103
- 011-104
- Guard Shack

MDF Location: **002-190**.

C. Pathways and Infrastructure

Existing pathways may be utilized where approved by the District and where pathway conditions meet project requirements. The Contractor shall provide all necessary supports, pathway components, firestopping, sleeves, cable management hardware, grounding, bonding, and associated materials required for a complete installation.

D. Division 27 Compliance

All work, installation methods, testing, labeling, grounding, bonding, pathways, supports, documentation, commissioning, and materials shall fully comply with the Martin County School District Division 27 Communications Specifications, including all referenced sections and standards.

E. Labeling and Identification

All fiber optic cables, terminations, patch panels, cabinets, and associated communications infrastructure shall be labeled in accordance with District standards and Division 27 requirements.

F. Coordination

The Contractor shall coordinate all work with District personnel and school administration to minimize disruption to instructional activities and campus operations.

5.5 PROJECT SCHEDULE

The Contractor shall provide a detailed project schedule prior to commencement of work. Project work is to be completed during agreed upon non-school calendar days.

The project schedule shall identify:

A. Material procurement activities;
B. Installation activities by building;
C. Testing and certification activities;
D. Documentation submission milestones; and
E. Project closeout activities.

The Contractor shall promptly notify the District of any conditions that may affect timely completion of the project. The District reserves the right to adjust project sequencing, phase implementation, work hours, and project schedules based upon operational requirements.

5.6 TESTING, CERTIFICATION, AND DOCUMENTATION

The Contractor shall perform all required testing and certification of installed communications cabling systems in accordance with the Contract Documents, manufacturer requirements, applicable industry standards, and Martin County School District Division 27 Communications Specifications.

All fiber strands shall be tested and documented in accordance with Martin County School District Division 27 Communications Specifications. Any deficiencies identified during testing shall be corrected by the Contractor at no additional cost to the District, and affected cabling shall be retested until acceptable results are achieved.

Testing requirements shall include, at a minimum:

A. Fiber optic backbone testing;
B. Verification of proper termination and connectivity;
C. Performance testing of installed systems;
D. Correction and retesting of all failed installations; and
E. Category 6 copper cable certification testing, if copper cabling is furnished or installed under this Contract.

Upon completion of the Project, the Contractor shall provide:

A. Fiber optic test reports;
B. Copper cable certification reports, if applicable;
C. Labeling records;
D. Electronic as-built documentation;
E. Manufacturer certifications; and
F. Warranty documentation.

All documentation shall be submitted electronically unless otherwise approved by the District.

5.7 SERVICING PROCEDURES AND PROJECT MANAGEMENT

The Contractor shall designate a qualified Project Manager who shall serve as the primary point of contact throughout the Project.

The Project Manager shall:

A. Coordinate all Project activities with the District;
B. Attend meetings as requested by the District;
C. Provide progress updates and schedule reports;
D. Respond to District inquiries within one (1) business day; and
E. Coordinate resolution of any issues impacting Project completion.

Upon completion of work, the Contractor shall participate in final inspection and closeout activities as required by the District.

5.8 SUBCONTRACTING

It is the District's preference that all work be performed by employees of the awarded Contractor. If subcontracting is utilized for this project, up to 100% of the work may be subcontracted with approval from the District.

Any proposed subcontractors shall be identified in the proposal response and shall include:

A. Company name;
B. Address;
C. License information;
D. Description of work to be performed; and
E. Percentage of work assigned.

The Contractor shall remain fully responsible for all work performed by subcontractors.

5.9 BADGE POLICY

This work shall be performed on an active school campus.

All personnel assigned to District property shall comply with District background screening, identification badge, visitor management, and campus access procedures.

The Contractor shall be responsible for obtaining all required badges and paying all associated costs.

5.10 SAFETY STANDARDS

The Contractor shall comply with all applicable federal, state, and local safety requirements.

The District reserves the right to request documentation demonstrating compliance with OSHA regulations and applicable workplace safety standards.

The Contractor shall provide all required personal protective equipment (PPE), safety training, supervision, and jobsite controls necessary to safely perform the work.

5.11 COMPETENCY OF PROPOSERS

The District reserves the right to conduct reference checks, financial reviews, and pre-award evaluations of any proposer.

Proposals will be considered only from firms regularly engaged in structured cabling installation and communications infrastructure projects and which can demonstrate a satisfactory record of successful performance.

5.12 INSPECTION AND DIRECTION

The work shall be performed under the general direction of the Director of Educational Technology or designee and shall be subject to inspection by the District at all times.
The Contractor shall provide access to work areas, testing results, materials, and documentation as requested by the District.

5.13 PROTECTION OF PROPERTY

The Contractor shall protect District facilities, equipment, furnishings, utilities, landscaping, and existing communications infrastructure from damage.
Any damage caused by Contractor personnel or subcontractors shall be repaired or replaced at the Contractor's expense and to the satisfaction of the District.

5.14 WARRANTY REQUIREMENTS

Upon completion of the Project, the Contractor shall furnish all manufacturer warranties applicable to materials and equipment installed under this Contract. All structured cabling components installed under this Contract shall be Siemon-approved products installed in accordance with manufacturer requirements and Martin County School District Division 27 Communications Specifications.

The Contractor shall obtain and provide a Siemon System Certification (SCS) Warranty covering the installed cabling system. The warranty shall be registered in the name of the Martin County School District and submitted as a condition of final acceptance. Contractors unable to provide the Siemon SCS Warranty shall be considered non-responsive.

5.15 PROJECT COMPLETION AND FINAL ACCEPTANCE

Final acceptance shall occur only after:

A. Completion of all installation activities;
B. Successful testing and certification of all copper, fiber optic, installed communications cabling infrastructure;
C. Completion of all corrective work identified during inspections;
D. Submission and approval of all required test reports, as-built documentation, and labeling records;
E. Delivery of manufacturer certifications and the Siemon System Certification (SCS) Warranty documentation, and
F. Verification by the District that all Contract requirements have been satisfactorily completed.

The District reserves the right to withhold final acceptance and final payment until all Contract requirements have been fulfilled.

END OF SECTION V

SECTION VI

INSTRUCTIONS FOR PREPARING SUBMISSIONS

6.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP.

It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time. Proposals, once opened, become the property of the District and shall not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes. Submittals shall remain subject to acceptance for ninety (90) calendar days after the day of the RFP opening,

Please tab all support documents and attachments according to the order established in the following paragraph. The District reserves the right to deduct ten (10) points or reject and not consider any proposal not organized and not containing all the information outlined.

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the District has no previous knowledge of their services or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

6.2 LETTER OF TRANSMITTAL

The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Professional's understanding of the RFP identifying the Respondent's competitive strengths and interest in the overall project. An agent authorized to negotiate for the respondent must sign the letter of transmittal. This signature shall certify the veracity of the contents of the submittal and bind the firm to this response to the District's Request for Proposal. The transmittal letter shall not exceed two (2) pages in length.

Tab 1 ~ Administrative Qualifications:

Firm shall provide the following and submit all documents as specified in Item 5.2.

- Indicate acceptance of BEAR billing or SPI billing.
- Provide a dedicated Point of Contact and their contact information.
- Indicate the level of assistance to be provided by District personnel (i.e., dedicated Point of Contact, disconnect/reconnect of District owned equipment (if allowed for in response, etc.).
- Provide a sample invoice that will be used during the term of this proposal. At a minimum, the invoice should clearly identify the name and location of the Responder and include Date of invoice; Date(s) of service; FRN #; Detailed description of goods/services provided; Clearly identify the breakdown of eligible/ineligible charges (as applicable); Responder SPIN #; Statement certifying the invoice is accurate with Responder authorized signature.
- Firm shall include current licenses and certifications acquired for the type of work to be performed in the State of Florida, including MBE/MWBE certified by the Office of Supplier Diversity, as defined by the Florida Small and Minority Business Assistance Act of 1985, if applicable.

Tab 2 ~ Experience Building and Installing Structured Cabling Systems:

- Submit a Statement of Work detailing each site's proposed completion/operational date. The plan should include information on how the Responder proposes to ensure a seamless transfer from the existing connection with minimum downtime and no additional costs. The timeline should reflect information and planning in the event the project is disrupted due to severe weather or Majeure events. Also indicate if there is any lead-time required from issuance of Purchase Order to start of project.
- Identify any unique restraints or challenges associated with previous projects and how they were addressed to deliver a successful engagement. Include any past, current or pending suspension and/or

debarment from participating as an E-Rate provider and include any differences or challenges you may have encountered with any client, and the method(s) you employed to overcome them.

- Respondents must address the availability of the specified equipment to ensure no lag in delivery time or availability to ensure prompt service, customer satisfaction, effective employee performance, including a quality control program and safety program.
- Describe what sets your company apart as a provider of requested service.

Tab 3 ~ Proposed Cost:

Proposer must complete Attachment B, Proposal Form with total price for the purchase and installation of all equipment. Indicated; if additional/replacement equipment will be necessary for installation of the hardware requested and include equipment specifications and cost.

Tab 4 ~ References:

Submit a minimum of three (3) references for similar services within the last five (5) years for school districts or public entities with equal to or greater than the District's requested numbers. Each reference must be for a separate entity/location and contain; name, title, phone number, email, brief explanation of type of work completed and when. If references are submitted, Responder agrees the submission of contact information serves as permission to contact and receive information from references.

Tab 5 ~ Insurance:

Provide proof of ability to obtain insurance coverages as outlined in Section IV. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the District along with their qualification data. Include a properly completed Accord Form as proof. The awarded Contractor shall either cover any subcontractor on its policy or require the subcontractors to conform to all requirements for insurance contained herein and submit their certificates to the Purchasing Department prior to starting any work on this project.

Tab 6 ~ Submittal Information & Attachments:

- Attachment A, Proposer's Profile Statement
- Attachment B, RFP Pricing Form
- Attachment C, Subcontractor List
- Attachment D, Non-Collusive Affidavit
- Attachment E, Conflict of Interest
- Attachment F, Drug Free Workplace Cert
- Attachment G, Public Entity Crimes
- Attachment H, Signature Page
- Attachment I, Human Trafficking Affidavit
- Attachment J, E-Rate Certification Form
- Attachment K, Florida registration with the Division of Corporations (Sunbiz)
- Attachment L, Statement of No Bid
- Attachment M, References

Tab 7 ~ Additional Information:

Provide a brief (maximum three pages) overview of the references for projects of similar size and scope that have been completed within the past ten years. Schools and School Districts are preferred references. The following information must be included: Job Location; Contact name and phone numbers; Dates of contract; Project description; Equipment installed; Any past, current or pending suspension

and/or debarment from participating as an E-Rate provider. Also include any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent.

Tab 8 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

Tab 9 ~ Disclosure Statements: Proposer, as specified below, must be replaced with Firm Name. Signature on the transmittal letter shall certify the veracity of these statements.

END OF SECTION VI

SECTION VII

EVALUATION OF SUBMISSIONS

7.1 EVALUATION METHOD AND CRITERIA

A. **Purpose:** The purpose of the Proposal is to demonstrate compliance with the evaluative criteria established, specifically the qualifications, knowledge, experience, and competence and capacity of the firms seeking to submit to this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation.

B. **General:** The selection committee will evaluate proposals and will select the proposer which meets the best interests of the District. The District shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The District's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The evaluation criteria will include, but not be limited to, consideration of the following:

EVALUATION CATEGORIES	**100 POSSIBLE POINTS**
Administrative Qualifications	25
Experience Building and Installing Structured Cabling Systems	25
Cost Proposed	30
References	20

7.2 SELECTION

Proposals will be evaluated using the above criteria. The District will assign this task to an odd number Selection Committee. The District reserves the right to select the most qualified firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked firm.

END OF SECTION VII

SECTION VIII

ATTACHMENTS/SUBMITTAL FORMS

A. PROPOSER'S PROFILE STATEMENT

B. RFP PRICING FORM

C. SUBCONTRACTOR LIST

D. NON-COLLUSIVE AFFIDAVIT

E. CONFLICT OF INTEREST

F. DRUG FREE WORKPLACE CERT

G. PUBLIC ENTITY CRIMES

H. SIGNATURE PAGE

I. HUMAN TRAFFICKING AFFIDAVIT

J. E-RATE CERTIFICATION FORM

K. SUNBIZ VERIFICATION

L. STATEMENTOF NO BID

M. REFERENCES

END OF SECTION VIII

ATTACHMENT "A"
Return Completed with Proposal
PROPOSER'S PROFILE STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement shall render the proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

PROPOSER'S Telephone, _____ Fax Number: _____

PROPOSER'S Email address: _____

PROPOSER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

Certification: ☐MBE ☐SFDB ☐MWBE ☐DVBE ☐SBA ☐Other
(Please attach certificate)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business _____

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this RFP:_____

Names and titles of all officers, partners or individuals doing business under trade name:

_____

_____

_____

The business is a: ☐Sole Proprietorship ☐Partnership ☐Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the District and shall render the proposer RFQ submittals non-responsive.

_____

At what address was that business located? _____

Have you ever failed to complete work awarded to you. If so, when, where and why?

_____

Have you personally reviewed the proposed scope and do you have a complete plan for its performance?

_____

Will you subcontract any part of this scope? If so, give details including a list of each sub-contractor(s) (Use Attachment "B", Subcontractor List) that will perform work and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an ☐ Original provider ☐sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by DISTRICT in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the DISTRICT to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

_____
Print Name/Title

_____
Signature

ATTACHMENT "B"

RFP PRICING FORM

Return Completed with Proposal

For all work associated and described in the solicitation documents, the cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be approved.

The District intends to award a contract to the highest ranked firm. Items include all profit and overhead, incidentals, all labor, supervision, equipment, tools, cleanup, and other means to successfully complete the services herein. The District will pay a minimum 1-hour for installation services performed. Contractor shall round to the ½ hour for all work performed in excess of an hourly increment.

List Unit Cost per Eligible and Ineligible items and Extended Price based on listed estimated quantities in columns below. If offering an Equivalent Brand other than Extreme, indicate **Equivalent Brand and Part Number** per Item# listed. If submitting an Equivalent, include Documentation Specifications. Samples may be requested. Equivalent Equipment Alternatives will be considered. The district reserves the sole right to accept or reject products proposed as "equivalent". All costs must include warranty. Extend pricing based on estimated quantities and unit costs. The District reserves the right to add or delete equipment from the list by contract amendment/modification.

Group A - Equipment					
ITEM #	**Brand Model/Part#**	**Equivalent Proposed**	**Estimated Quantity**	**Eligible Unit Cost**	**Extended Total**
1				**$**	**$**
2				**$**	**$**
3				**$**	**$**
4				**$**	**$**
5				**$**	**$**
6				**$**	**$**
7				**$**	**$**
8				**$**	**$**
9				**$**	**$**
10				**$**	**$**
11				**$**	**$**

FIRM NAME: _____

Group A - Equipment (Continued)					
ITEM #	**Brand Model/Part#**	**Equivalent Proposed**	**Estimated Quantity**	**Eligible Unit Cost**	**Extended Total**
13				**$**	**$**
14				**$**	**$**
15				**$**	**$**
				Group A Total	**$**
GROUP B:			**Estimated Hours x**	**Hourly Rate**	**Extended Total**
Installation Services/Labor				**$**	**$**
				Group B Total	**$**
				Group A + Group B = GRAND TOTAL	**$**
Estimated usage is for evaluation purposes and shall not be construed as a guarantee of equipment/hours for project.					
				Balance of Line Discount (%)	%
				Percentage Discount Off Manufacturer's Suggested Retail Price (MSRP)	%

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE SUBMITTAL

Submitted on this _____ day of _____, 2024.

a. (If an individual, partnership, or non-incorporated organization)

Signature of PROPOSER _____

By _____

b. (If a corporation)

(Affix Seal)

Signature of PROPOSER _____

By _____

Attested by Secretary _____

Incorporated under the laws of the State of _____.

PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE PROPOSER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

ATTACHMENT "C"
Return Completed with Proposal
SUBCONTRACTOR LIST

It is the District's preference that all work be performed by employees of the awarded Contractor. If subcontracting is utilized for this project, up to 100% of the work may be subcontracted with approval from the District.Any proposed subcontractors shall be identified in the proposal response and shall include:

The undersigned Proposer hereby designates, as follows, all subcontractors proposed for the project. The proposer is further notified that all subcontractors shall be properly licensed.

Name of Subcontractor: _____ **Contact Name: _____** **Email Address: _____** **Address_____,** **City_____, State_____, Zip_____** **Phone: _____** **Type of Work to be Performed: _____** **Percentage: _____**
Name of Subcontractor: _____ **Contact Name: _____** **Email Address: _____** **Address_____,** **City_____, State_____, Zip_____** **Phone: _____** **Type of Work to be Performed: _____** **Percentage: _____**

ATTACHMENT "D"
Return Completed with Proposal
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

DISTRICT OF _____

_____ being first duly sworn, deposes and says that:

PROPOSER is the _____,
(Owner, Partner, Officer, Representative or Agent)

PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other PROPOSER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

SEAL

_____
Notary Public (Signature)

My Commission Expires: _____

ATTACHMENT "E"
Return Completed with Proposal
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Proposer's, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of MCSB. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	MCSB Title or Position of Proposer's Employee	MCSB Department/ School of Proposer's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of MCSB.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of MCSB, have been identified above.

Signature

Company Name

Name, Title of Official

Business Address, City, State, Zip Code

ATTACHMENT "F"
Return Completed with Proposal
DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFQS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more RFQs which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a RFQ 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 RFQs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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, and available drug counseling, rehabilitation, and employee assistance programs, and 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 RFP 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 RFQ, 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 in the employee's community, by any employee 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 firm complies fully with the above requirements.

_____
Signature

_____
(Print or Type Name)

ATTACHMENT "G"
Return Completed with Proposal
SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20_____ by _____ who ϒ is personally known to me or who ϒ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

ATTACHMENT "H"
Return Completed with Proposal
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to execute this submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to this Request for Proposals are true and correct in all respects;
3. The Proposer has read and complies with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. Proposer certifies that he or she has not divulged, discussed, or compared his or her submittal with other proposers and has not colluded with any other proposer or parties to a submittal whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation shall result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the District vendor list(s).
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or DISTRICT, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations shall result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the District, the firm shall negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by Martin District School District and Proposer authorizes all entities or persons listed in this proposal submittal to answer any and all questions. Proposer hereby indemnifies the Martin District School District and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.
8. Proposer understands a Governmental entity may not knowingly enter into a contract with an entity, may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria, pertaining to the entity is owned by the government of a foreign country, or organized under the laws of or has its principal place of business in a foreign country of concern.
9. Proposer complies with F.S. 287.05701 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting, the Board may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

Submitted on this _____ day of _____, 20_____.

Please check one: _____ Individual _____ Partnership _____ Non-incorporated Organization

_____ _____
Witness Company

_____ _____
Witness By

(if a corporation, affix seal)

_____
Print Name & Title

Incorporated under the laws of the State of (if applicable) _____.

ATTACHMENT "I"

HUMAN TRAFFICKING AFFIDAVIT

Instructions: "Vendor(s)", defined as any person or entity seeking to engage in business with the Martin County School Board **("MCSB")**, must complete the following form. The terms **"Contract"** and **"Agreement"** may be interchangeably used, as may the terms **"Subcontractor"** and **"Subconsultant".**
The undersigned, on behalf of Vendor, hereby attests as follows:

A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits MCSB from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.
- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 2024 by _____ who ϒ is personally known to me or who ϒ has presented the following type of identification: _____ _____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

ATTACHMENT "J"
Return Completed with Proposal
E-RATE CERTIFICATION FORM

Responder(s) must be a certified E-rate provider, shall have a "Service Provider Information Number" (SPIN) from the Schools and Libraries Division of the Universal Service Administrative Company, and be responsible for complying with all rules and regulations of the E-rate program. Evidence of this certification will be demonstrated by the return of the most recent Service Provider Annual Certification (SPAC-Form 473) along with the SPIN information.

This certification must be maintained throughout the term of the contract. Evidence of Responder's certification and annual re-certification by the Federal Communication Commission/Schools and Library Division ("FCC/SLD") must be provided as part of the proposal submission and no later than thirty (30) calendar days following the renewal of an Agreement term.

Failure of Responder to maintain this certification, re-certify annually, or have certification revoked by FCC/SLD shall constitute a breach of contract. Further, Responder shall reimburse the District for the full amount of any and all invoices resulting from the services provided by Responder under the pending or current contract that is not reimbursed by the FCC/SLD because of Responder's lack of certification, failure to re-certify or revocation of certification, as required by the FCC/SLD.

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

Responder's Printed Name _____

Responder's Signature _____

Responder's SPIN _____

Date of Last Certification _____

ATTACHMENT "K"
Return Completed with Proposal
SUNBIZ VERIFICATION FORM

ATTACHMENT "L"
Return Completed with Proposal
STATEMENT OF NO BID

ATTACHMENT "M"
Return Completed with Proposal
REFERENCES