



## INVITATION TO BID (ITB)

### **Bid 4182JL – Audio and Video Equipment, Term Contract**

Release Date: June 18, 2026 @ 12:00PM

Question Deadline: July 6, 2026 @ 2:00PM

Due Date/Time: July 9, 2026 @ 2:00PM

Public notice is hereby given that the School Board of Marion County, Florida has issued an Invitation to Bid for the above-named services, with responses due no later than the date and time shown above.

There is NOT a pre-bid meeting scheduled for this solicitation, unless circumstances change.

Questions concerning any portion of this solicitation shall be directed in writing online via [www.myvendorlink.com](http://www.myvendorlink.com) for this specific solicitation. The procurement representative assigned to this solicitation is:

Name: Jennifer Loynes

E-Mail: [jennifer.loynes@marion.k12.fl.us](mailto:jennifer.loynes@marion.k12.fl.us)

Address: The School Board of Marion County, Florida  
Purchasing Department  
2091 NE 35<sup>th</sup> Street  
Ocala, FL 34479

Solicitation document and all required forms are available on-line at [www.myvendorlink.com](http://www.myvendorlink.com)

## INVITATION TO BID

This Invitation to Bid (ITB), General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

**PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Marion County, Florida ("School Board" or "Marion County Public Schools").

**IMPORTANT NOTICE TO BIDDERS:** The Purchasing Department of Marion County Public Schools has partnered with VendorLink ([www.myvendorlink.com](http://www.myvendorlink.com)) for the posting, notification, and processing of bid opportunities. There is NO COST to respondents to use this service for Marion County Schools bid opportunities.

**BID RESPONSES:** Electronically submitted bids/proposals will only be accepted through [www.myvendorlink.com](http://www.myvendorlink.com) until the date and time as indicated above. Bids will be opened/unlocked after the due date and time indicated. Hard copy or emailed bid responses will not be accepted unless specifically stated in the bid document.

It is the sole responsibility of the bidder to ensure his or her bid is submitted through [www.myvendorlink.com](http://www.myvendorlink.com) before the closing date and hour as shown above.

**BOARD'S ACCEPTANCE:** Unless otherwise specified herein, the bidder will allow a minimum of forty-five (45) days from the last date for receiving of bids for acceptance of his or her bid by the School Board.

The School Board does not discriminate on the basis of race (including anti-Semitism), ethnicity, color, national origin, sex, sexual orientation, disability (including HIV, AIDS, or sickle cell trait), pregnancy, religion, marital status, age (except as authorized by law), military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (collectively, "protected classes") in its educational programs, services or activities, or in its educational programs, services or activities, or in its hiring or employment practices as required by Title IX, Title VI, Title VII, Age Discrimination Act of 1967, Section 504 of the Rehabilitation Act of 1973, 1992 Americans with Disabilities Act, and the Florida Educational Equity Act of 1984.

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## General Conditions, Instructions and Information for Bidders

**Bid Responses:** The executed Invitation to Bid page (P.1), the Proposal Form page(s), and any required forms or other requested items or materials, must be included and uploaded to [www.myvendorlink.com](http://www.myvendorlink.com) in order for the bid to be considered for award. All bids are subject to all the conditions specified herein (all General Conditions on the attached bid documents and any addenda issued thereto). Any failure on the part of the bidder to comply with the specifications, terms and conditions of this Invitation to Bid shall be reason for termination of contract.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above on P. 1.. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in ink or typewritten if submitted as a manual document. If the bid is hosted by a third-party company, all bid forms must be completed electronically. Corrections must be initialed by the person signing the bid. Any corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids may not be considered. Clarification of bids submitted shall be in letter form, signed by the bidders and attached to the bid.
2. **NO BID:** If not submitting a bid, respond by uploading the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be uploaded to [www.myvendorlink.com](http://www.myvendorlink.com) no later than the stated bid response deadline.
3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total (if applicable). Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for a payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
4. **TAXES:** School Board is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-801262222C-6 appears on each purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School Board-owned real property as defined in §192, Fla. Stat. (2025).
5. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. School Board is not responsible for Bidder's failure to obtain complete bidding documents. School Board reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda.
6. **TERM:** Bidder warrants by virtue of bidding that price(s) shall remain firm for a period of (1) year from the date of Board Approval or time stated in special conditions.
7. **USE OF OTHER CONTRACTS:** School Board reserves the right to utilize any other 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 bid agreement, or to directly negotiate/purchase per School Board policy and/or Fla. Admin. Code R. 6A-1.012, in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
8. **FLORIDA PREFERENCE:** Pursuant to §287.084, Fla. Stat. (2025), and subject to applicable federal law, the School Board shall make appropriate adjustments to pricing of responses when proposals have been submitted by bidders having a principal place of business outside the State of Florida. This Florida Statute applies to purchases of personal property. If applicable to this bid, the details for Florida Preference will be indicated under special conditions.
9. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
10. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL-listed; or have passed the re-examination testing, where such has been established by UL for the items offered and furnished.
11. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in the space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
12. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the School Board's intent to rule out other competition; therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The School Board shall be the sole judge concerning the merits of the bids submitted. Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other- than-specified items offered require complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
13. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the School Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the School Board.

14. **SAMPLES, DEMONSTRATIONS AND TESTING:** Samples of items, when required, must be furnished free of expense; and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the School Board's, Purchasing Department. When required, the School Board may request full demonstrations of any units bid prior to the award of any contract. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the School Board.
15. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The School Board will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the materials and/or services supplied to the School Board are found to be defective or do not conform to specifications, the School Board reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
16. **FACILITIES:** School Board reserves the right to inspect the Awarded Bidder's facilities at any time with prior notice. School Board may use the information obtained from this inspection in determining whether a Bidder is a responsible Bidder.
17. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the School Board may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
18. **COPYRIGHTS OR PATENT RIGHTS:** The Awarded Proposer, without exception, shall indemnify and save harmless School Board and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by the School Board, or copyright, it is mutually understood and agreed without exception that the bid prices include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by School Board, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Proposer shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Proposer of any third-party patent, copyright or trademark or (ii) misappropriation by Proposer of any third-party trade secret in connection with any of the foregoing. Proposer will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Proposers awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401.
19. **MANUFACTURER'S CERTIFICATION:** The School Board reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
20. **OCCUPATIONAL HEALTH AND SAFETY:** A Safety Data Sheet (SDS) must be submitted with the bid submittal for all hazardous materials and chemicals or at the request of the School Board. Failure to submit the required SDS may be cause for rejection of the bid submittal. The SDS shall also be provided with the initial shipment and shall be revised on a timely basis as appropriate. The SDS must include the following information:
- A. The chemical name and the common name of the toxic substance.
  - B. The hazards or other risks in the use of the toxic substance, including:
    - 1. The potential for fire, explosion, corrosion and reactivity.
    - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions, which are generally recognized as being aggravated by exposure to the toxic substance.
    - 3. The primary routes of entry and symptoms of overexposure.
  - C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substance; including appropriate emergency treatment in case of overexposure.
  - D. The emergency procedure for spills, fire, disposal, and first aid.
  - E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
  - F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement should be directed to: Occupational Safety and Health Administration, [www.osha.gov](http://www.osha.gov) or by phone at (800) 321-6742 (OSHA).
21. **OSHA:** The bidder warrants that the product/services supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended; and failure to comply with this condition will be considered as a breach of contract.

22. **CONSUMER PRODUCT SAFETY COMMISSION COMPLIANCE:** Any products supplied by a Bidder(s) under this solicitation will comply with the provisions of the Consumer Product Safety Improvement Act (CPSIA) of 2008. (Public Law 110-314) CPSIA regulates furniture products that include any lead-containing paint; or any products intended primarily for children 12 years of age or younger with lead in any component or in the products themselves; and certain products, such as toys or child care articles containing phthalates (esters mainly found in plastics). Any product supplied that falls under CPSIA definitions must have a manufacturer-furnished "Certificate of Conformity" with each shipment of covered products. The specific rule covering certificates can be found at: <https://www.cpsc.gov/Business--Manufacturing/Testing-Certification/General-Certificate-of-Conformity-GCC>
23. **ANTI-DISCRIMINATION:** The bidder certifies that he or she is 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 (including anti-Semitism), ethnicity, color, national origin, sex, sexual orientation, disability (including HIV, AIDS, or sickle cell trait), pregnancy, religion, marital status, age (except as authorized by law), military status, ancestry, or genetic information, which are classes protected by State and/or Federal law.
24. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results as a part of any commercial advertising without prior approval of the School Board.
25. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of §112, Fla. Stat. (2025). All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the School Board. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.
26. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
27. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to the policies of the School Board, pursuant to the following, with respect to any criminal arrests and convictions; and is on notice thereto that any employees involved in any §435, Fla. Stat. (2025) offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of School Board. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
28. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder, when said offer is accepted by approval by the School Board. In case of a default on the part of the bidder after such acceptance, the School Board may take such action, as it deems appropriate including legal action for damages or specific performance.
29. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto School Board property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full-duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the School Board incurred by bidder, bidder's employees, licenses of the bidder or agent, or any person the bidder has designated in completion of his or her contract as a result of his or her bid. Further, bidder shall be liable for all activities of bidder throughout the execution of this bid. Notwithstanding the foregoing, the liability herein shall be limited to one million dollars (\$1,000,000) and the bidder recognizes that, and covenants that he or she has received consideration for indemnification provided herein. Bidder must have all Licenses, Certifications and Registrations required when performing the services described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this proposal shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; by the City of Ocala, or by Marion County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification. An Awarded Bidder who has any License, Certification or Registration either suspended, revoked or expired after the date of the Proposal Opening, shall provide notice to the School Board within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Proposal Opening shall not relieve the Awarded Bidder of its responsibilities under this ITB
30. **SPECIFICATIONS:** Any omissions of detailed specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
31. **BID BONDS AND PERFORMANCE BONDS:** A 5% Bid Bond, when required, shall be submitted as an electronic copy and included with your online bid submission in VendorLink ([www.myvendorlink.com](http://www.myvendorlink.com)). Under separate sealed cover, the original bid bond/performance bond must be mailed/delivered to the Purchasing Department located at 2091 NE 35<sup>th</sup> Street, Ocala, FL 34479 and must be received prior to the bid due date and time listed in this bid. Bid Bonds will be returned to unsuccessful bidders. After awarding the contract, the School Board will notify the successful bidder to submit a 100% Performance Bond from a surety company registered in the State of Florida with a financial rating of A or better. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder. **If a bond is required, the details for the bond will be indicated under special conditions.**
32. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.
33. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
34. **ADDENDA TO RFP AND/OR BID:** If any addenda are issued, they will be posted at [www.myvendorlink.com](http://www.myvendorlink.com) for viewing and downloading. It is the responsibility of each bidder to visit [www.myvendorlink.com](http://www.myvendorlink.com) to determine if any addenda have been submitted respective of the bidding documents. Reference to the Bid Number will be made with the number of the addendum adjacent. Each bidder or proposer is responsible for determining whether addenda have been issued and must acknowledge receipt when submitting bids or proposals.
35. **FORCE MAJEURE:** Notwithstanding anything herein to the contrary, the Contractor shall not be deemed in violation of this Agreement if he or she is prevented from performing any of the obligations hereunder for any reason beyond their reasonable control; including, without limitation: Acts of God; acts of war; acts of the public

enemy; war; riots; strikes; labor disputes; civil disorders; lockouts; fire; floods; hurricanes; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States; unavoidable casualties or action or promulgation of any statute, rule, regulation or order by any federal, state or local governmental or judicial agency or official (including the revocation or refusal to grant licenses or permits, where such revocation or refusal is not directly caused by the Contractor); or any other event constituting Force Majeure under this Agreement.

36. **EMERGENCY / STORM-RELATED CATASTROPHE:** Due to acts of God, acts of terrorism or war, any contractors working with the School Board shall acknowledge and agree to the following terms and conditions. This will allow the School Board to obtain Federal funding, if available:

**FAMILIARITY WITH LAWS**

The bidder is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect the work. Ignorance on the part of the contractor will in no way relieve him or her from any responsibility or liability arising from the award. The awarded contractor assures and certifies that he or she will comply with:

- A. U.S. EPA Asbestos Containing Materials in Schools
- B. Contract Work Hours and Safety Standards Act of 1962
- C. Federal Fair Labor Standards Act
- D. Title VI of the Civil Rights Act of 1964
- E. Age Discrimination Act of 1975
- F. Executive Order 11246 as amended by Executive Orders 11375 and 12086 related to discrimination
- G. Americans with Disabilities Act
- H. Anti-Kickback Act of 1986, 41 U.S.C. Section 51
- I. The Hatch Act, 18 U.S.C. 594, 598, 600-605
- J. Uniform Federal Accessibility Standards, 41 C.F.R. Section 101-19.6
- K. Title IX of the Education Amendments of 1972, 20 U.S.C.: 1681-1683 and 1685-1686 prohibiting discrimination on the basis of sex
- L. Comprehensive Alcohol and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, 42 U.S.C. 4521-45-94
- M. Public Health Service Act of 1912, 42 U.S.C. 290 dd-3 and 290 ee-3
- N. Lead-Based Paint Poison Prevention Act
- O. Energy Policy and Conservation Act, P.L. 94-163: 42 U.S.C.
- P. Clean Air Act of 1955, 42 U.S.C. 7401-7642
- Q. Clean Water Act of 1977
- R. Immigration and Nationality Act, 8 U.S.C. Section 1324a(e) Section 274A(e)
- S. Records Retention, 34 C.F.R.

37. **PRESS RELEASES AND PUBLICITY:** The bidder shall make no announcements or news releases pertaining to his or her participation in this bid or the award of this contract, including his or her representatives or agents, without authorization from the Purchasing Department.
38. **PURCHASES BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.
39. **CHARTER SCHOOLS:** Items or Services awarded under this Agreement must be made available to Charter Schools approved by the School Board. School Board is not responsible or liable for purchases that may be made by Charter Schools.
40. **SOURCE OF DOCUMENTS:** Unless otherwise indicated in the bidding document, bid solicitations can only be accessed through [www.myvendorlink.com](http://www.myvendorlink.com).
41. **CONTACTING SCHOOL BOARD STAFF:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting of the notice of intended award, any employee or officer of the School Board concerning any aspect of this solicitation, except in writing to the Purchasing Department via [www.myvendorlink.com](http://www.myvendorlink.com). Violation of this provision may be grounds for rejecting a response.
42. **AWARDS:** In the best interest of the School Board, the Purchasing Department reserves the right to reject any and all bids and to waive any irregularity or minor technicalities in bids received; to not accept any item or group of items unless qualified by bidder; and/or to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "**Bid Is For Specified Quantity Only.**" All awards made as a result of this bid shall conform to applicable Florida Statutes.
43. **AUDITS, RECORDS, AND RECORDS RETENTION:** The School Board or its representative reserves the right to inspect and/or audit all the bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the School Board's representative and may include, but are not limited to, all correspondence; ordering, payment, inspection and receiving records; and contracts or sub-contracts that directly or indirectly pertain to the transactions between the School Board and the bidder.
- A. To retain all vendor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract; or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

- B. Upon completion or termination of the contract and at the request of the School Board, the vendor will cooperate with the School Board to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
  - C. Any company providing services to School Board specifically acknowledges its obligation to comply with State of Florida's public records laws that require company to keep and maintain public records that School Board would ordinarily and necessarily require in order to perform the contracted service; upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; ensure that exempt and/or confidential public records are not disclosed; comply with all requirements for retaining public records; upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the vendor or keep and maintain public records required by the School Board to perform the service. If the vendor transfers all public records to the School Board upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information systems of the School Board. Section 119.0701, Fla. Stat. (2025)."
  - D. Persons duly authorized by the School Board and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
  - E. To include these aforementioned audit and record-keeping requirements in all approved subcontracts and assignments.
44. **FEDERAL FUNDS.** For any solicitation or agreement that involves, receives, or utilizes Federal Grants funding, the following terms and conditions must be considered a part of the solicitation and resulting award or agreement, and the CONTRACTOR accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award. As provisions A through S are subject to change without notice, the CONTRACTOR can access the required provisions online using the link below: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>
- A. **FEDERAL REGULATIONS.** CONTRACTORS awarded contracts involving Federal Funds must be in compliance with 7 CFR 210.21, and the Energy and Policy Conservation Act (42 USC 6201).
  - B. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1065 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, the contractor agrees as follows:
    - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
    - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
    - (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
    - (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
    - (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
    - (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
    - (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September

24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- C. **ILLEGAL ALIEN LABOR.** CONTRACTOR shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR must not knowingly employ unauthorized aliens and should such violation occur will be cause for cancellation of the Agreement.
- D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. **PROCUREMENT OF RECOVERED MATERIALS.** (2 CFR §200.323): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- F. **FEDERAL DRUG FREE WORKPLACE.** CONTRACTOR agrees to comply with the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.
- G. **ENERGY EFFICIENCY / CONSERVATION.** (42 U.S.C. 6201) CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- H. **DEBARMENT AND SUSPENSION.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. **REMEDIES FOR VIOLATION OR BREACH OF CONTRACT.** Failure of the CONTRACTOR to provide products within the time specified in the Scope of Work will result in the following: The SCHOOL BOARD shall notify CONTRACTOR in writing within five (5) calendar days and provide five (5) calendar days to cure. If awarded CONTRACTOR cannot provide product or services, SCHOOL BOARD reserves the right to purchase product from another CONTRACTOR, or if this Agreement is entered as the result of a Request for Proposal the next lowest responsive and responsible bidder. The defaulting CONTRACTOR will be responsible for reimbursing SCHOOL BOARD for the price differences.
- J. **COPELAND "ANTI-KICKBACK" ACT.** (18 U.S.C. 874 AND 40 U.S.C. 276C) The CONTRACTOR certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by 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"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- K. **DAVIS-BACON ACT, AS AMENDED.** Davis-Bacon Act, as amended ([40 U.S.C. 3141–3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141–3144](#), and [3146–3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing

wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- L. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- M. **HEALTH AND SAFETY STANDARDS IN BUILDING TRADES AND CONSTRUCTION INDUSTRY.** (40 U.S.C. 3704) No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- N. **CLEAN AIR ACT.** Clean Air Act ([42 U.S.C. 7401–7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- O. **BYRD ANTI-LOBBYING AMENDMENT.** Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- P. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** (2 CFR §200.216) Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, SCHOOL BOARD is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance or telecommunications equipment or services provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). The CONTRACTOR agrees that it is not providing SCHOOL BOARD with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. By execution of this Agreement, CONTRACTOR certifies its compliance with this provision. The CONTRACTOR shall pass these requirements down to any of its subcontractors funded under this Agreement. The CONTRACTOR shall notify SCHOOL BOARD if the CONTRACTOR cannot comply with the prohibition during the performance of this Contract.
- Q. **DOMESTIC PREFERENCES FOR PROCUREMENTS** (2 CFR §200.322): As appropriate and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with 2 CFR §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- R. **ACCESS TO RECORDS** (2 CFR Part 200.336): Contractors and subcontractors must give access to the School Board, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Proposer(s), which is directly pertinent to this specific Invitation to Bid for the purpose of making audit, examination, excerpts and transcripts.
- S. **RECORDS RETENTION:** (2 CFR §200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient.
- T. **ASBESTOS AND FORMALDEHYDE STATEMENT** All building materials, pressed boards, and furniture supplied to School Board must be 100% asbestos free in accordance with 15 U.S.C. §2641. It is desirable that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid, that if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos and formaldehyde free will be supplied.
- U. **COMPLIANCE WITH STATE AND FEDERAL REGULATIONS** By signing the bid, the Bidder shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state, and local governments, if required, for performance of any work under this Bid. Bidders awarded contracts involving Federal Funds must be in compliance with 7 CFR 210.21 and the Energy and Policy Conservation Act (42 USC 6201). Bidders awarded contracts involving the employment of mechanics, laborers,

or construction work must be in compliance with 50 USC Chapter. During the term of any Agreement with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the Bidder shall immediately notify the School Board, in writing. Bidders will also be required to provide access to records, which are directly pertinent to the Agreement and retain all required records for three years after the Board makes final payment.

V. **CHILD NUTRITION** For all Bids for the purchase of food for Child Nutrition the following Buy American clause is applicable:

**BUY AMERICAN.** [7 CFR PART 210.21 (d)] - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

- (1) Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple or competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
- (2) All products that are normally purchased by Bidder as non-domestic and proposed as part of this ITB must be identified with the country of origin. Bidder shall outline their procedures to notify the School Board when products are purchased as non-domestic.
- (3) Any substitution of a non-domestic product for a domestic product (which was originally a part of the bid), must be approved, in writing, by the School Board, prior to the delivery of the product.
- (4) Any non-domestic product delivered to the School Board, without the prior, written approval of the School Board, will be rejected.

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## **SPECIAL CONDITIONS**

School Board reserves the right to reject any or all bids or any portion thereof. School Board reserves the right to waive any informality that is in the best interest of the School Board. School Board reserves the right to secure expert advice when determining the best and lowest bid meeting the School Board's specifications. The intent of this bid is not to eliminate any vendor, but to establish minimum acceptable requirements.

Questions concerning this bid shall be submitted through [www.myvendorlink.com](http://www.myvendorlink.com) by the indicated question deadline listed in this bid document. Questions will not be accepted after stated question deadline. Answers to questions all questions received by the stated question deadline will be responded to within [www.myvendorlink.com](http://www.myvendorlink.com).

The School Board supports the Americans with Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

- A. **SCOPE:** The purpose and intent of this term contract is to secure firm pricing for audio and video equipment on an as-needed basis by the School Board of Marion County, Florida.

Prior to the release of this Invitation to Bid (ITB), a review of State of Florida purchasing agreements and state term contracts available under §287.056, Fla. Stat. (2024) was conducted to determine if their use would be economically advantageous to the District.

- B. **FLORIDA PREFERENCE:** Pursuant to §287.084, Fla. Stat. (2025), and subject to applicable federal law, the School Board shall make appropriate adjustments to pricing of responses when proposals have been submitted by bidders having a principal place of business outside the State of Florida.

**A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. THE "BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS" OR SIMILAR FORM IN COMPLIANCE WITH §287.084, FLA. STAT. (2025) MUST BE EXECUTED AND SUBMITTED IN THIS BID PROCESS. SUCH OPINION SHOULD PERMIT SCHOOL BOARD'S RELIANCE ON SUCH ATTORNEY'S OPINION FOR PURPOSES OF COMPLYING WITH §287.084, FLA. STAT. (2025). FAILURE TO EXECUTE AND SUBMIT THE "BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS" OR SIMILAR FORM IN COMPLIANCE WITH §287.084, FLA. STAT. (2025) DURING THIS BID PROCESS, MAY RESULT IN THE BID BEING CONSIDERED "NON-RESPONSIVE" AND THE BIDDER'S SUBMISSION BEING REJECTED.**

- C. **BID AND PERFORMANCE BONDS:** Not Required

D. **DELIVERY:** FOB Destination, Freight Prepaid

Successful bidders for the purchase of supplies are responsible for supplying all labor, materials and equipment required for the delivery of items as directed, at the delivery locations. A minimum of twenty-four (24) hours' advance notification of delivery is required from all freight carriers. All freight charges are to be prepaid by successful bidders and included in the bid price. Complete documentation of all charges must accompany each invoice for payment. It is further agreed by all bidders signing this bid proposal that title to all items ordered remains with the vendor until received and accepted by the School Board.

E. **PURCHASING CARDS:** The School Board is currently utilizing Purchasing Cards in some cases to procure materials and services or for payment under this proposal. The Proposer, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the School Board Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract if already awarded.

F. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the School Board, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him or her in the expeditious handling of damage claims the School Board shall:

1. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
2. Report damage (visible and/or concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
3. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

G. **PACKING SLIPS:** It will be the responsibility of the awardee(s) to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference the School Board purchase order number/control number. Purchase Orders sent to Awarded Bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the Purchase Order. In the event that the Awarded Bidder fails to deliver the materials in accordance with the terms and conditions of the bid and Purchase Order, the Bidder will be considered to be in default of the Agreement and subject to the default provisions stated herein. Failure to provide packing slip attached to the outside of shipments will result in refusal of shipment at vendor's expense.

- H. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the School Board to purchase these items on the open market. On all such purchases, the vendor failing to meet the bid requirements will be charged the additional cost. Further, the Superintendent may recommend to School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of two years.
- I. **RIGHT TO INSPECT PLANT:** The School Board may, at reasonable times, inspect the part of the plant or place of business of the bidder(s), awardee(s), contractor(s) or any subcontractor(s) which is related to the performance of any contract awarded or to be awarded by the School Board.
- J. **AWARD:** It is anticipated that this bid will be awarded at the **August 11, 2026** Board meeting.

**Methods of Award:** In the best interest of the School Board, the Purchasing Department reserves the right to reject any and all bids or to waive any irregularity or minor technicalities in bids received. Furthermore, the Purchasing Department can acquire additional quantities at the prices quoted for this invitation unless additional quantities are not acceptable, in which case, the bid/proposal sheets must be notated by the bidder "Bid is for Specified Quantity Only."

The method of award may be made in any of the following ways:

- A. **"By Item"**- Each item in the bid may be awarded individually to the lowest responsive and responsible bidder.
- B. **"All or None by Group, Section, or Category"**- The bid may be divided into Groups, Sections, or Categories of similar types of items if it would be impractical to split the award to multiple vendors. Each Group, Section or Category may be awarded to the lowest responsive and responsible bidder for all items contained within that Group, Section or Category. Bidders are required to bid all items considered for award of that Group, Section, or Category. After bids are opened and tabulated, the Purchasing Department reserves the right to delete one or more items of the balance of the items contained within that Group, Section, or Category, when doing so represents the best interests of the School Board.
- C. **"All or None"**- Submitted bid, in total.
- D. **"Primary and Secondary Suppliers or Contractors"**- The bid can be awarded to both a Primary and a Secondary supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that one vendor cannot effectively handle the volume of business generated under the contract. In the event the Primary supplier or contractor cannot perform in accordance with the School Board's needs, the School Board reserves the right to use the Secondary supplier or contractor at its sole discretion. The Primary and Secondary suppliers or contractors are defined as the two lowest, responsive and responsible bidders.

**Basis of Award:** When price and specification compliance are the primary criteria for making the vendor selection, the Purchasing Department will recommend the **lowest** bid price from a

responsive and responsible bidder(s) to the School Board. The School Board may apply all or any part of the following criteria to determine if a bidder is responsible:

- A. School Board's past experience with the firm
- B. The capabilities of management and technical staff within the firm
- C. Customer references
- D. Service after the sale
- E. Location of the firm and service facilities and its ability to provide the service or supply to the School Board in a timely manner
- F. Professional credentials

A "**Responsive**" bidder is defined as one whose bid or proposal is in substantial conformance with the material requirements of the bid.

A "**Responsible**" bidder is defined as one who is able to satisfactorily perform the work described in the invitation to bid or request for proposal.

The School Board reserves the right to reject any offer or bid if the prices are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the district, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line items and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the marketplace. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Specialist, citing the basis for the determination.

- K. **TERM OF CONTRACT:** The term of any awarded contract shall be from **September 1, 2026** through **August 31, 2027**, and may be renewable for three (3) additional one-year periods by mutual agreement between the School Board and the awardee(s). If considering renewal, the School Board, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. In addition to any renewal options contained herein, the School Board has the right to extend (up to six months) any award resulting from this bid for the period of time necessary for the School Board to release, award, and implement a replacement agreement for the commodities and/or services provided in this bid. The awardee agrees to this condition by signing his or her bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of the bid.
- L. **ADJUSTMENTS TO CONTRACT TERMS AND CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE:** The School Board may, in its sole discretion, make an equitable adjustment in the contract term and/or pricing, if pricing or availability of supply is affected by

extreme and unforeseen volatility in the marketplace; that is, by circumstances that satisfy all of the following criteria:

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

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the School Board. Requests for adjustments will not be considered more than once in a 180-day period.

- M. **REBATES, INCENTIVES, REDUCTIONS:** All forms of price reductions, rebates and incentives, whether negotiated or offered from awarded suppliers, distributors, dealerships or manufacturers will be evidenced and credited against prices established in the award of all bids for commodities or services. Credits for any price reductions will be indicated against final or invoiced price. Incentives and/or rebates shall be credited against invoices and so indicated. Payment in the form of incentive, rebate, or reduction must be made payable to The School Board of Marion County, Florida and clearly identify the bid number and corresponding order or invoice that the incentive, rebate, or reduction was applied. If Federal Funding is used, all goods, services, or monies received as the result of any equipment or government commodity rebates, incentives, or reductions shall be credited to the SFA's nonprofit food service account.
- N. **BIDDERS RESPONSIBILITY:** Before submitting his or her bid, each bidder is required to carefully examine the invitation to bid specification and to completely familiarize oneself with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve him or her of any of the obligations and responsibilities which are a part of this bid.
- O. **MANUFACTURER'S AUTHORIZATION:** The bidder must supply a letter from each manufacturer for any items which he or she is bidding. The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the vendor named in the bidding documents. Failure to comply may cause your bid submission to be deemed non-responsive to the terms of this solicitation.
- P. **W-9 Form - Request for Taxpayer Identification Number and Certification:** The bidder must fully complete and submit a W-9 with his or her bid submission, which may be found on the Purchasing Homepage:

[https://cdns5-ss20.sharpschool.com/UserFiles/Servers/Server\\_4755499/File/Departments/Purchasing/Forms/fw9.pdf](https://cdns5-ss20.sharpschool.com/UserFiles/Servers/Server_4755499/File/Departments/Purchasing/Forms/fw9.pdf)

**Failure to comply may cause your bid submission to be deemed non-responsive to the terms of this solicitation.**

- Q. **SEALED BID ONLINE SUBMITTAL REQUIREMENTS THROUGH [WWW.MYVENDORLINK.COM](http://WWW.MYVENDORLINK.COM):** The "Invitation To Bid" bidder's acknowledgment sheet (P.1) must be completed, signed, and returned. In addition, the Proposal Pages(s) on which the bidder actually submits a bid must be executed and submitted with this bid. Likewise, any required forms or other requested documents/materials must be submitted as well. Bids received that fail to comply with these requirements shall not be considered for award.
- R. **CONTRACT:** The submission of a bid constitutes an offer by the bidder. Upon acceptance by the School Board, the Purchasing Department will post the tabulation on [www.myvendorlink.com](http://www.myvendorlink.com) (See Bid Tabulations, Recommendations & Protest under Special Conditions). Purchase order(s) for any supplies, equipment and/or services will be placed per the term of this bid. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and School Board.
- S. **PURCHASE AGREEMENT:** This bid, and the corresponding Purchase Orders, will constitute the complete Agreement. Board will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any School Board employee for signature or without signature requirement, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed or accepted, said document shall not be binding on the School Board.
- T. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this bid is implied or given.
- U. **FIXED PERCENTAGE DISCOUNT:** Equipment: Bidder shall indicate in the spaces provided on the proposal page their firm percentage discount to be deducted from the catalog list prices.
- V. **CATALOG:** All bidders of equipment (manufacturers/distributors) must supply FOUR (4) copies of their current catalog and price list with each bid proposal, or within three days upon request. In place of catalogs you may supply your website address or web portal to view items quoted.
- W. **SUBCONTRACTORS:** No part of this contract shall be subcontracted without the expressed permission of the Purchasing Department. Any request to subcontract must be in writing and accompanied by a copy of the subcontracting company's Marion County License and details of their contract.
- X. **HOURS OF OPERATION:** The supplier, vendor, and/or shipper are advised that normal delivery shall occur during normal business hours.

- Y. **WARRANTY:** Supplier shall guarantee entire order to be free of defects in workmanship and materials for no less than one year from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the School Board, any defects or malfunctions noted during the warranty period and shall in addition transfer to the owner any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period. Supplier shall provide the manufacturer's warranty in writing.
- Z. **PRODUCT RECALL:** Vendor assumes full responsibility of prompt notification to the purchasing agent of any product recall in accordance with the applicable State and Federal regulations. Vendor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Vendor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency.
- AA. **CIVIL RIGHTS:** The contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities, and any additions or amendments.
- BB. **PROHIBITION OF GRATUITIES:** By submission of a bid, bidder certifies that no employee of School Board has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.
- CC. **PERFORMANCE REVIEWS:** If Federal funding is used, the School Board has a performance review process including cost, qualities, and vendor service. Evaluating and monitoring are done as part of a quality control program. The vendor report card determined to be less than satisfactory allows the School Board to exercise its right to cancellation of the award.
- DD. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to The School Board of Marion County, Florida by Certificate of Insurance. The Certificate of Insurance (Acord Form) must be submitted eleven (11) days prior to the Board approval date referenced in this solicitation. Failure to submit the required insurance documentation does not relieve the awarded bidder(s) of the obligation outlined in this section. Original copies of Certificates of Insurance meeting the required provisions specified within this contract/agreement shall be forwarded to:

The School Board of Marion County, Florida  
Attn: Purchasing Department  
2091 NE 35<sup>th</sup> Street, Ocala, FL 34479

and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days' written notice must be provided to the School Board via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the School Board or by any of its representatives, which indicate less coverage than required, does not constitute a waiver of the bidder's obligation to fulfill the insurance requirements herein.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with § 440, Fla. Stat. (2025) Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

Part One: "Statutory"  
Part Two: \$1,000,000 Each Accident  
\$1,000,000 Disease-Policy Limit  
\$1,000,000 Disease-Each Employee

2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance with a firm licensed in the state of Florida with a financial rating of A- or better. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **The School Board of Marion County, Florida shall be named as additional insured on the certificate and an endorsement for additional insured provided for commercial general liability insurance.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **COMMON CARRIER INSURANCE WAIVER REQUEST:** Fill out the attachment "Common Carrier Insurance Waiver Request and submit with this bid if you are shipping by common carrier.

OR

**BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance issued by a

company licensed in the state of Florida with a financial rating of A- or better. **The School Board of Marion County, Florida shall be named as additional insured on the certificate and an endorsement for additional insured provided for business automobile liability.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, the School Board will accept hired and non-owned coverage in the amounts listed above. In addition, the School Board will require an affidavit signed by the contractor indicating the following:

{Company Name} does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, {Company Name} agrees to purchase "Any Auto" coverage as of the date of acquisition.

- EE. **INDEMNIFICATION/ HOLD HARMLESS AGREEMENT:** The bidder indemnifies the School Board from any and all liability, loss or damage the School Board may suffer as a result of any claim, demand, cost, or judgment against it, related directly or indirectly to the performance of the bidder's obligations under the terms of this Contract. Said indemnity includes, but is not limited to, interest, court costs and attorney's fees incurred by the School Board as a result of any action brought against it, as well as all attorney's fees, court costs and any other costs incurred by the School Board in establishing the right to indemnification and collecting any judgment against the bidder. The bidder is not required to indemnify the School Board for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the School Board. School Board agrees to notify the bidder in writing within ten (10) days of receipt of any notice of any action against School Board pertaining to this matter. Such notice will be by certified mail, return receipt requested, or by overnight courier. A notification will be deemed given on the date such notice is postmarked regardless of whether the bidder actually received said notification. The bidder further agrees in the event the court denies or reduces compensation to, or reimbursement of School Board, the bidder will provide the School Board with the full amount of compensation or reimbursement requested in its statement of services.
- FF. **DUTY TO DEFEND:** The Awarded Bidder agrees, at its own expense, and upon written request by the School Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to the Awarded Bidder's Performance under this Agreement.
- GG. **PRODUCT LIABILITY:** Products insured for not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall be issued by a company licensed in the state of Florida with a financial rating of A- or better.

- HH. **PRICE ADJUSTMENT:** The discounts, terms and conditions of this bid are to remain firm throughout the contract period and any renewal periods.
- II. **MINIMUM ORDER:** If bidder wishes to set a minimum order amount, he or she must so indicate on the Proposal Form and will be considered only if determined to be in the best interest of the School Board.
- JJ. **INVOICES:** Each invoice shall be furnished in triplicate: one copy (packing slip) shall accompany job performed; and two copies shall be sent to the School Board's Florida Finance Department. DO NOT combine purchase orders on same invoice.
- KK. **ORDERS:** The School Board is not obligated to place any order with any supplier participating in this bid. However, all departments will be urged to refer to the awarded vendor(s) in order to obtain items in the most economical manner.
- LL. **LIAISON:** Successful bidder shall liaison with designated School Board contact to schedule delivery of services or goods.
- MM. **OCCUPATIONAL LICENSE:** When required by state or local ordinance, the bidder must provide a copy of the Occupational License of home state/county/city with his or her bid proposal. Alternately, he or she may provide a current Department of Professional Regulation certificate.
- NN. **BACKGROUND SCREENING REQUIREMENTS:** The School Board is committed to the education and safety of its students and employees. To that end, any contractor awarded a contract will represent and warrant that the personnel assigned to the project do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education.
- OO. **FINGERPRINTING:** Bidder agrees as a condition of entering into this contract, pursuant to §1012.32 and 1012.465, Fla. Stats. (2025), any person entering school grounds or having direct contact with students on behalf of bidder must meet Level 2 screening requirements as described in §1012.32, Fla. Stat. (2025). Screening will be at bidder's expense or employee's expense and must be completed and credentials issued by the District prior to the screened individual having access to students or to the school grounds.
- PP. **E-VERIFY:** Under Section 448.095, Fla. Stats. (2025), CONTRACTOR must use the U.S. Agency of Homeland Security's E-Verify system, <https://www.e-verify.gov/employees>, to verify the employment eligibility of all employees hired during the term of this Agreement. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. 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.

QQ. **AFFIDAVIT OF NONGOVERNMENTAL REPRESENTATIVE.** Section 787.06, Fla. Stats. (2025) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statutes. The SCHOOL BOARD is a governmental entity for purposes of this statute. By signing this Agreement, the undersigned corporate representative for the CONTRACTOR affirms under the penalty of perjury, that the CONTRACTOR identified herein does not use coercion for labor or services as those terms are defined in Section 787.06, Fla. Stats. (2025); specifically, the CONTRACTOR does not:

- A. Use or threaten to use physical force against any person;
- B. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- C. Use 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;
- D. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- E. Cause or threaten to cause financial harm to any person;
- F. Entice or lure any person by fraud or deceit; or
- G. Provide a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Fla. Stats. (2025) to any person for the purpose of exploitation of that person.

RR. **FUNDING-OUT, TERMINATION, CANCELLATION:** Florida Statutes prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding-out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding-out provisions are an integral part of this bid and must be agreed to by all bidders:

School Board may, during the contract period, terminate or discontinue the items covered in this bid only at the end of School Board's then current fiscal year upon thirty (30) days prior written notice to the awardee(s).

Such prior written notice will state:

- a. The lack of appropriated funds is the reason for termination.
- b. Agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this bid from another vendor in the succeeding funding period.

**"This written notification will thereafter release The School Board of Marion County, Florida of all further obligations in any way related to such items or services covered herein."**

This completed statement must be included as part of any lease agreement submitted by the successful bidder: No lease will be considered that does not include this provision for "funding-out."

SS. **USE OF OTHER CONTRACTS:** The School Board reserves the right to utilize other School Board Contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement 6A-1.012 (5), 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 bid, if it is in its best interest to do so. **The School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**

TT. **INSPECTION AND READING OF BID:** Bids will be opened at the stated time and date indicated in the bid document. Only the names of respondents will be read at the opening. Per §119.071, Fla. Stat. (2025), sealed bids received in this competitive solicitation are exempt from public inspection until notice of an intended decision is made or until thirty (30) days after opening of the bids, whichever is earlier.

UU. **PUBLIC RECORDS:**  
A. To the extent that Vendor meets the definition of "contractor" under § 119.0701, Fla. Stat. (2025), and in addition to other contract requirements provided by law, the Vendor agrees that it is acting as a contractor on behalf of the School Board as provided under § 119.0701(a) Fla. Stat. (2025), and as such it will comply with Florida's Public Records Law. Specifically, Vendor agrees that it will:

1. Keep and maintain public records that ordinarily and necessarily would be required by School Board in order to perform the services performed by the Vendor under contract;
2. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in § 119, Fla. Stat. (2025) or as otherwise provided by law;

3. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board;

4. Upon completion of the contract, transfer, at no cost, to School Board all public records in possession of the Vendor or keep and maintain public records required by the School Board to perform the service. If the Vendor transfers all public records to the School Board upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

**B. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, [PUBLIC.RELATIONS@MARION.K12.FL.US](mailto:PUBLIC.RELATIONS@MARION.K12.FL.US) OR IN PERSON AT 1614 E. FORT KING STREET, OCALA, FLORIDA 34471.**

VV. **CORRECTIONS:** All corrections of unit prices must be initialed by the same person signing the bid. This includes the use of correction fluid (White-Out) or any other method of correction. See General Condition 1, Execution of Bid, for acceptable means of correction.

WW. **POSSESSION OF FIREARMS / DRUG-FREE WORKPLACE:** Possession of firearms will not be tolerated on School Board property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug-Free Workplace be tolerated.

Tobacco use on School Board premises and property is subject to a zero-tolerance policy for tobacco use. All forms of tobacco use are prohibited.

Violations will be subject to the immediate termination provision heretofore stated in General Condition 18, Legal Requirements.

"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 his or her vehicle may park said vehicle on School Board property. Furthermore, no person may possess or bring a firearm on School Board property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School Board property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

- XX. **ASSIGNMENT**: The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this 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 School Board.
- YY. **ORDERING PROCEDURE**: Specific Items: After approval of contract award by School Board, separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

**No item may be shipped or service performed that is not listed on the purchase order. Unless otherwise specified, entire shipment must be completed within 60 days.**

- ZZ. **PAYMENT TERMS**: School Board payment terms are net thirty (30) days. Payment will not be processed until the following occurs:
1. The complete and satisfactory receipt of all items ordered on a purchase order.
  2. The receipt of a properly billed invoice in the Finance Department.
  3. The issuance of a change order for unit price increase, quantities ordered, and/or items substituted.

Invoices to the School Board **MUST** include the following to permit verification of prices and expedite payment to vendors. **Therefore, every invoice MUST list the items below where applicable:**

1. Purchase order number.
2. Name and address of vendor, a unique invoice number and date of shipment.
3. Description of item ordered, model number and manufacturer.
4. Line item unit price, quantity, and description as reflected on the purchase order.
5. Line item total or extended price, minus bid discount as listed on purchase order.
6. Name and address of the location where merchandise was delivered.
7. All original invoices must be mailed to Finance Department/Accounts Payable as listed on the lower left corner of the purchase order.

**Failure to correctly invoice in accordance with these guidelines may result in delay of payment. No payment will be made on partial shipments.**

- AAA. **WITHDRAWAL:** A bidder may not withdraw a bid after the bid submission due date and time.
- BBB. **PUBLIC ENTITY CRIMES:** Per §287.133, Fla. Stat. (2025) - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat. (2025), for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The bidder certifies, by submission of this bid, that neither he or she nor his or her principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

- CCC. **DEFAULT:** In the event that the awarded vendor should breach this contract, the School Board reserves the right to seek all remedies in law and/or in equity.
- DDD. **CANCELLATION:** In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder School Board may pursue any and all legal remedies as provided herein and by law. The School Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving 30-days' prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under said contract. The School Board will only be required to pay to the vendor that amount of the contract actually performed to the date of termination. School Board will terminate this Agreement if the vendor is placed on the State of Florida Forced Labor Vendor list.
- EEE. **SUBCONTRACTING:** If a vendor intends to subcontract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted along with their bid for approval. No subcontracting will take place prior to a bid-awarded vendor furnishing this information and receiving written approval from School Board.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. School Board representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the

foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid.

- FFF. **CONE OF SILENCE:** A cone of silence is hereby established for this Invitation to Bid (ITB) pursuant to Board Policy 6324. 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. The cone of silence commences at the time of advertisement of the ITB. Competitive procurements are advertised on the Purchasing Department website, [www.myvendorlink.com](http://www.myvendorlink.com) website, or in a local, regional, or statewide publication of wide distribution. The cone of silence terminates at the time the Board acts on a written recommendation from the Purchasing Department regarding contract award; or at termination of selection process; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable. Likewise, a violation may also result in the bidder, proposer, or respondent being debarred as further described in Board Policy 6322.01.

The cone of silence prohibits any communication regarding this ITB between:

- 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 this ITB, 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 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 the Purchasing Department, prior to issuance of a written recommendation of contract award.

Any bidder who is adversely affected by the recommended award may file a protest within the time prescribed in §120.57(3), Fla. Stat. (2025). Failure to post bond with School Board or to adhere strictly to the requirements of statutes and state board rules pertaining to protests will result in summary dismissal by the Purchasing Department.

GGG. **DELIVERY OF BIDS/SAMPLES/BONDS:** This section will only apply if and when sealed paper bid documents, samples, and/or bonds are required to be delivered to the Purchasing Department during a solicitation process. Please ensure you have read this document to see how bids are to be submitted. When hand delivering a bid, bidders must follow the School Board's security access procedures. The procedures are as follows:

- A. Proceed to the Purchasing Department, 2091 NE 35<sup>th</sup> Street, Ocala, Florida, 34479.
- B. Park in visitors' parking area.
- C. Enter building through the front door.
- D. Present bid to the Purchasing receptionist for official date/time stamping.

**Bidders should allow at least thirty (30) minutes to follow the above procedures to submit his or her bid to the Purchasing Department, no later than the date and time designated in the bid.**

HHH. **POSTING OF BID AND SPECIFICATIONS:** Invitation to bid with specification will be posted for review by interested parties, on [www.myvendorlink.com](http://www.myvendorlink.com) on the date the Invitation to Bid Notification is emailed to vendors who are registered on [www.myvendorlink.com](http://www.myvendorlink.com) under the product codes used for this bid; and will remain posted for a period of at least ten days. Failure to file a specification protest within the time prescribed in §120.57(3), Fla. Stat. (2025), will constitute a waiver of proceedings under §120, Fla. Stat. (2025).

III. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid Tabulations with award recommendations will be posted on [www.myvendorlink.com](http://www.myvendorlink.com) within thirty (30) days after bid opening. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time. Notices for recommendations and awards will not be mailed.

Any person adversely affected by the solicitation, decision or intended decision must file a notice of protest, in writing, within seventy-two (72) hours after the posting. The formal written protest shall state with a particularity the facts and law upon which the protest is based. Failure to file protest within the time prescribed in §120.57(3), Fla. Stat. (2025), will constitute a waiver of proceedings under §120, Fla. Stat. (2025).

JJJ. **BID PROTEST:** If a bidder wishes to protest a bid, he or she must do so in strict accordance with the procedures outlined in §120.57(3), Fla. Stat. (2025), and Paragraph 3 of the bid term entitled Lobbying contained within this bid, and School Board Policy 6326.

Any person who files an action protesting a solicitation, decision or intended decision pertaining to this bid pursuant to §120.57(3)(b), Fla. Stat. (2025), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company licensed to conduct business in the State of Florida, or by certified check drawn on an approved financial institution, payable to The School Board of Marion County, Florida in an amount of \$25,000.00 or two percent (2%) of the lowest accepted bid, whichever is greater, for projects values over \$500,000.00; and five percent (5%) of the lowest accepted bid for all

other projects. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the School Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings and attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the School Board all costs and charges, which shall be included in the final order of judgment, and attorney's fees.

- KKK. **INFORMATION:** Any questions concerning conditions and specifications must be submitted through [www.myvendorlink.com](http://www.myvendorlink.com) and must be received by the question deadline indicated in this bid. Questions received through [myvendorlink.com](http://myvendorlink.com) will be responded to on [www.myvendorlink.com](http://www.myvendorlink.com). The Purchasing Specialist or Buyer are the only authorized individuals that may direct the attention of prospective bidders to various portions of the Bid so that they may read and interpret such for themselves. Neither the Purchasing Specialist, Buyer, nor any employee of the School Board is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to that contained in the written documents.

If necessary, an addendum will be posted on [www.myvendorlink.com](http://www.myvendorlink.com).

No addendum will be issued later than three (3) calendar days (excluding Saturdays, Sundays, and State holidays) prior to the date for receipt of bids, except an addendum withdrawing the invitation to bid or one which includes postponement of the date for receipt of bids.

No verbal or written information which is obtained other than by information in this document or by addendum to this bid will be binding on the School Board.

- LLL. **BIDS WHICH REQUIRE DELIVERABLE TANGIBLE ITEMS:** School Board will not be liable for loss or damage to items shipped to the School Board in error after thirty (30) days from the verifiable date of receipt of the item(s).

- MMM. **RESTRICTIVE SPECIFICATIONS:** Should the specifications of this bid be determined by the bidder to be too restrictive, notice shall be given within seventy-two (72) hours after the posting of the invitation to bid or request for proposals.

- NNN. **FEDERAL GRANTS MANAGEMENT REQUIREMENTS:** Debarment, Suspension, and Other Responsibility Matters. (U.S. Department of Agriculture Certification)

- A. It is required that the bidder either complete and sign the enclosed Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion, and Lower Tier Covered Transactions form or attach an explanation to this proposal as to why he or she is not signing and returning the above-mentioned form. This form must be returned, with the other required documents, at the time of a bid proposal.

B. The applicant certifies that he or she and his or her principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any federal department and agency.

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in this certification.

Have not within a 3-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

C. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

000. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING. Bidders are hereby notified of the provisions of §287.05701, Florida Statutes, as amended, that the School Board will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the School Board's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests except as expressed in §287.135(2), Fla. Stat. (2025) where, "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Fla. Stat. (2025), or is engaged in a boycott of Israel; or (b) one million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: 1.) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Fla. Stat. (2025), or 2.) is engaged in business operations in Cuba or Syria."

§215.473, Fla. Stat. (2025) defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined

above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Fla. Stat. (2025), and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Fla. Stat. (2025), and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation will be required to recertify the aforementioned certifications at each renewal of the Contract. The School Board may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the School Board determine that the conditions set forth in §287.135(4), Fla. Stat. (2025) are met.

- PPP. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with any Bid shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Invitation to Bid, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this Invitation to Bid are applicable and in full force and effect. The bidder's authorized signature appearing elsewhere in the Invitation to Bid attests to this.