



# REQUEST FOR QUOTE (RFQ)

2027-04-RFQ

## Fire Sprinkler Systems Inspections, Testing, and Repair Services

### PROPOSED RFQ SCHEDULE

<b>Event / Location</b>	<b>Date / Time</b>
Posting of Solicitation Documents at <a href="http://www.myvendorlink.com">www.myvendorlink.com</a>	June 16, 2026
Voluntary Pre-Solicitation Site Visit	<b>See <u>Instructions to Respondents</u></b>
Deadline for Questions at <a href="http://www.myvendorlink.com">www.myvendorlink.com</a>	June 30, 2026 @ 12:00 PM
<b>QUOTE DUE DATE &amp; TIME</b> at <a href="http://www.myvendorlink.com">www.myvendorlink.com</a> (preferred) OR in hand/by mail to 1007 W. Main Street, Building 200, Inverness, FL 34450	<b>July 14, 2026 @ 2:00 PM EST</b>
QUOTE Opening at 1007 W. Main Street, Building 200, Inverness, FL 34450	July 14, 2026 @ 2:00 PM EST
Posting of the Notice of Intended Decision at <a href="http://www.myvendorlink.com">www.myvendorlink.com</a>	July 27, 2026
School Board Approval/Award	August 1, 2026

**NOTE: QUOTES RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.**

The CCSB will attempt to adhere to the schedule as indicated above. Any changes to this schedule after posting the solicitation up to the due date and time for quotes will be addressed by an issued addendum. The remaining schedule is tentative and subject to change at the sole discretion of the CCSB.

<b>PURCHASING DEPARTMENT CONTACT:</b> Shawn Owen, Purchasing Specialist <a href="mailto:owens@citruschools.org">owens@citruschools.org</a>	Business Services-Purchasing Department 1007 W. Main Street, Building 200 Inverness, FL 34450-4625 <a href="http://www.citruschools.org">www.citruschools.org</a>
--	--

Table of Contents

Section 1 – Instructions to Respondents ..... 1

Section 2 – Scope of Work/Specifications ..... 3

Section 3 – Special Conditions ..... 14

Section 4 – General Terms and Conditions ..... 18

Section 5 – Attachments ..... 34

Section 6 – Exhibits..... 45

## SECTION 1 – INSTRUCTIONS TO RESPONDENTS

---

These instructions are an extension of the General Terms and Conditions herein and failure by Respondent to follow ALL instructions and requirements contained in this solicitation is cause for rejection of a Bid submittal. Failure to do so will be at the Respondent's risk.

**NOTICE TO VENDORS:** The Purchasing Department of the Citrus County School Board has partnered with VendorLink ([www.myvendorlink.com](http://www.myvendorlink.com)) for the posting, notification, and processing of solicitation opportunities. There is NO COST to vendors to use this service for CCSB. Respondents wishing to participate in the bidding process and/or be approved to do business with CCSB must register on VendorLink.

1. **EXECUTION OF BID SUBMITTALS:** Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the Respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with all locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the CCSB or for paying additional compensation to the awarded Contractor. Failure to follow the instructions contained in the solicitation for completion of a Bid response is cause for rejection of a Bid submittal. Failure to do so will be at the Respondent's risk.

All Bid submittals must include the signature of an officer or employee having authority to bind the Contractor in the space(s) provided. Respondent must return a complete bid submittal including, but not limited to, the executed Bid Acknowledgement Form and all other required forms, documents, etc. as a complete submittal to be considered. Failure to execute and submit a complete Bid submittal may result in rejection of a Bid. All Bid submittals are subject to the terms, conditions, and specifications herein as released by CCSB or amended by issued addendum and those submittals which do not comply shall be rejected. Submission of alternate documents, other than as included and/or requested in the current solicitation will cause your Bid to be nonresponsive. Any correction made by the Respondent to any entry must be initialed by the person signing the submittal. Any corrections not initialed will not be tabulated. Prior to Bid opening, errors may be crossed out, corrections entered and initialed by the person signing the submittal. No submittals shall be altered or amended after the specified time for opening.

2. **BID SUBMISSION:** A complete Bid document must be executed and received electronically online or in hand by the Purchasing Department no later than the due date and time indicated in this solicitation or as amended via issued addendum by Purchasing. (DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ONLINE SUBMISSION OR ENVELOPE / PACKAGE). The Company Name, Company Address, Contact Person Name, Phone Number, Solicitation Number, Title, and the Date and Time of Bid opening shall be clearly displayed on the cover sheet for online submission or on the outside of the sealed envelope / package (label provided – **EXHIBIT E-1**). Bid responses not submitted on the attached Bid forms shall be rejected. The timely delivery of responses to the Citrus County School Board Purchasing Department prior to the specified due date and time is solely and strictly the responsibility of the Respondent. Submittals sent by electronic mail, facsimile machine, telephone, or any other means not specified herein shall be rejected. **LATE SUBMITTALS WILL BE REJECTED.**

**Electronic Submission: (Preferred Method)** Bids for this solicitation will be accepted electronically online through [www.myvendorlink.com](http://www.myvendorlink.com). It is the sole responsibility of the Respondent to ensure that their Bid response is successfully submitted through VendorLink prior to the due date and time indicated. The Respondent is responsible for allowing adequate time to upload their submittal on VendorLink. If technical difficulties arise during submission of the Bid response, it is the Respondent's responsibility to contact VendorLink technical support at [support@evendorlink.com](mailto:support@evendorlink.com). The CCSB shall not be responsible for delays caused in any occurrence. Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), Portable Document Format (.pdf), or .ZIP file formats and printing must be enabled on all files submitted. Once the Bid response is submitted, a confirmation email will be sent with the number and name of the documents uploaded.

**Delivered/Mailed Submission:** Bids may also be delivered or mailed to the CCSB Purchasing Department at 1007 W. Main Street, Building 200, Inverness, FL 34450. The Respondent is responsible for allowing adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their submittal is delivered to the Purchasing Department prior to the specified due date and time indicated.

Respondent shall submit two **(2) complete sets** of the Bid Submittal:

- **One (1) printed** unbound, one-sided copy marked "ORIGINAL" to include all Submittal Requirements.
- **One (1) electronic** copy on USB flash drive containing a COMPLETE set of all Submittal Requirements in PDF and Excel formats. (Attachment A-2 Bid Price Form must be recorded on the USB drive in Excel format). The USB

drive must be clearly labeled with the solicitation number and name of the company. **It is the sole responsibility of each Respondent to ensure all bid copies are exact duplicates of the original bid.**

3. **VOLUNTARY PRE-SOLICITATION SITE VISIT:** Respondents wishing to schedule a site visit must contact Greg Covino, Code Compliance Environmental/Safety Project Leader, at (352) 726-1931 ext. 2291 or [covinog@citrussschools.org](mailto:covinog@citrussschools.org). **Site visits MUST BE COMPLETED BY June 26, 2026, NO EXCEPTIONS.**

All questions following a site visit are to be posted on [www.myvendorlink.com](http://www.myvendorlink.com).

4. **REQUEST FOR INFORMATION:** Any and all questions concerning this solicitation must be submitted no later than Tuesday, June 30, 2026 @ 12:00 PM. Please direct all inquiries concerning this solicitation online via VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com) by viewing bid details and clicking on "Ask a Question". Respondents submitting questions by phone, email or other means will be directed to post their question(s) online at [www.myvendorlink.com](http://www.myvendorlink.com).
5. **CLARIFICATION AND ADDENDA:** No interpretation of the meaning of the solicitation or any correction of any ambiguity, inconsistency, or error therein will be made verbally to any party. The CCSB will issue responses to all inquiries and any other corrections or amendments it deems necessary in written addenda posted prior to the Bid due date online at [www.myvendorlink.com](http://www.myvendorlink.com). Respondents shall not rely on any statements other than those made in this solicitation or in any written addenda to this solicitation. Where there appears to be a conflict between the solicitation and any written addenda issued, the last addendum issued will prevail. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

It shall be the responsibility of the Respondent(s) to monitor this site for posting of issued addenda prior to submitting a Bid response to ascertain if any addenda have been issued. Addenda shall be acknowledged by Respondent on the Bid Acknowledgement Form. Failure to do so may constitute a cause for rejection of a Bid submittal.

6. **NO-CONTACT PERIOD:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and continue through and include the date the CCSB makes its determination to approve or reject the final recommendation, any employee or officer of the CCSB concerning any aspect of this solicitation, except in writing to the Purchasing Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejection of Respondent's submittal.

These Instructions and all General Terms and Conditions outlined herein represent the District's standard language across all Invitation to Bid (ITB), Request for Proposal (RFP), and Request for Quote (RFQ) documents issued by the District. For the purpose of this document, all areas referenced in the General Terms and Conditions section and throughout this document to "Bid" shall be understood as "Proposal" or "Quote" where applicable to this solicitation.

**PLEASE NOTE THE FOLLOWING DISTRICT SCHEDULE AND OPERATING HOURS WHEN RESPONDING TO THIS SOLICITATION:**

CCSB Business Services Summer Hours effective JUNE 1 – JULY 23 is MONDAY-THURSDAY 7:00 AM – 5:00 PM.

District Offices will be CLOSED on FRIDAYS and JULY 2<sup>nd</sup>.

## **SECTION 2 – SCOPE OF WORK / SPECIFICATIONS**

---

### **INTENT AND OVERVIEW**

The purpose of this Request for Quote (RFQ) is to solicit competitive sealed bids from experienced and qualified Respondent(s) for The School Board of Citrus County, Florida (“CCSB”) to provide Fire Sprinkler Systems Inspections, Testing, and Repair Services as described herein and to secure firm, fixed unit prices, hourly rates, and percentage mark-up for the contract period specified.

### **RESPONDENT MINIMUM QUALIFICATIONS / ELIGIBILITY REQUIREMENTS**

In order to be considered for evaluation, Respondent must meet the minimum requirements stated herein. Any Respondent that fails to meet all of the following minimum criteria shall be deemed as “non-responsive” and will not be considered for award.

1. Quotes will be considered only from contractors, manufacturers, authorized distributors, or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein.
2. Respondent shall have a minimum of five (5) years of experience successfully providing fire sprinkler systems inspections, testing, and related services as described herein and operating under the same legal entity name within the State of Florida, as verified by sunbiz.org prior to Quote opening.
3. Respondent shall be state certified and have and maintain all applicable Contractor(s) licenses including a State Fire Protection System Contractor I or II license necessary to perform the work specified during the term of this contract. Respondents **must include** a copy of all applicable required license(s), Business Tax Receipt, and any other registrations and certifications with quote submittal.
4. Respondents’ representatives shall be experienced in all facets of inspection and maintenance services of fire sprinkler systems.
5. Respondent shall have sufficient financial support, tools, equipment, organization, technical expertise, supervisory capabilities, and qualified personnel to ensure that they can satisfactorily execute the service if awarded the contract under the terms and conditions stated herein.
6. Respondent shall complete the enclosed forms that the CCSB may use to evaluate the Respondents’ capabilities to perform the work as specified. Provide at least three (3) references for projects similar in scope and size to the services to be performed under this contract. Respondent shall include this information in Attachment A-3 Respondent’s Statement of Experience and Qualifications.
7. Respondent shall provide evidence of required insurance coverage or proof of insurability in the amounts specified with Quote submittal.

### **SCOPE OF WORK / SERVICE**

All work performed shall be in strict accordance with these specifications and shall comply with all applicable Federal, State, and Local regulations, codes, ordinances, and requirements of CCSB.

In general, Contractor shall be responsible for the inspection, testing, maintenance, and repair of all sprinkler systems and related items and all procedures shall comply with Fire Marshall regulations as they pertain to fire sprinkler guidelines, any established by the manufacturer, and most current applicable code(s) from the National Fire Protection Association (NFPA 25, NFPA 17) and any and all requirements by the State of Florida, etc. Contractor shall ensure that all systems are operating as they are intended and meet all current applicable codes. Contractor shall be responsible for proper operation, required inspections, record keeping, and signage in accordance with the bid’s terms, conditions, and specifications.

Contractor shall provide all qualified labor, supervision, technical expertise, equipment, tools, trade accessories, materials, etc. necessary to provide fire sprinkler system inspections and testing as specified herein and all pricing submitted shall follow NFPA 25 standards for frequency of inspections, type of work to be performed at each inspection, etc. of Water-Based or Dry Chemical Fire Protection Systems.

## **TECHNICAL SPECIFICATIONS**

1. **PRICING:** This bid will establish firm unit prices for specified services and hourly labor rates and percentage mark-up parts, supplies, and materials (unless materials/parts designated to be provided by the CCSB) for other maintenance and repair services as needed not specified on the quote price form. The unit prices bid shall include all costs to perform the services in accordance with the specifications outlined herein including, but not limited to, . Respondent shall provide requested pricing on **Attachment A-2 Bid Price Form** (Excel Worksheet). Prices quoted shall be firm, net prices for the contract period as specified herein. NO additional costs shall be permitted, except as stated within this bid document. Increases may be requested as the market demands in accordance with the following terms for Price Adjustments.
2. **GENERAL:** These specifications are to establish the minimum requirements for providing fire sprinkler system inspections and repair services as requested by the Code Compliance Department. The Contractor will be responsible for the layout and accomplishment of work to these specifications at the state bid prices. Checking layout and assistance provided by CCSB shall in no way be construed to relieve Contractor of his responsibilities. Contractor is responsible for ensuring that no CCSB facility is left without fully operable, approved, and up-to-date fire sprinkler systems.
  - A. **Fire Sprinkler System Inspections and Testing** – The Contractor shall perform, at a minimum, the required quarterly, annual, and five-year inspection and testing for all systems specified on the Bid Price Form to ensure all fire sprinkler systems are kept operating as designed and in accordance with all current NFPA standards, manufacturer specifications, and any applicable federal, state, and local code requirements. This includes visual inspection of the system via floor level in accessible areas. All systems will be left in normal operating condition. If for any reason this cannot be accomplished, the Code Compliance Department shall be notified before the inspector leaves the premises.
    - 1) The total annual cost to perform the annual and quarterly inspections for all sites shall be split into four (4) equal installments payable by quarter.
    - 2) The Contractor shall be available seven (7) days a week twenty-four (24) hours a day including emergency services.
    - 3) The Contractor shall respond and commence work to make repairs requiring service within twenty-four (24) hours from the time of notification, or as otherwise agreed upon by the Code Compliance Project Manager.
    - 4) **Emergency** services call response time shall be within two (2) hours of the initial call.
    - 5) **Scheduling** – Please refer to the **Site List and Inspection Schedule** provided in **Exhibit E-3**.
      - Regularly scheduled inspection services shall be performed during normal operating hours between 8am and 4pm. Approval from the CCSB Code Compliance Project Leader shall be obtained if work is to be performed after regular CCSB hours.
      - Quarterly inspections will be performed when schools are in session and students present.
      - Annual inspections will be performed during Summer Break when schools are not in session, however, some sites may be offering summer programs with students present.
      - The CCSB's Project Leader, or assigned representative, will schedule inspection dates with site principals and shall accompany the awarded Contractor's sprinkler technician on all inspections, testing, etc. to assist with fire alarm interface.
    - 6) **As applicable, inspections shall include but not be limited to:**
      - Determine that the system is in service, and all components are in satisfactory condition in accordance with NFPA standards.
      - Inspection of sprinkler heads for adequate clearance and condition to verify proper distribution and activation.
      - Inspection of sprinkler control valves for proper position, general condition, accessibility, and appropriate signage.
      - Inspection of system from main drain and inspector's test valve.
      - Inspection of Fire Department connection couplings, caps, threads, and clappers, check valves and drains for fit, wear, and serviceability; any exceptions or corrective actions must be specifically detailed in report.
      - Inspection of the general condition of visible and accessible sprinkler system piping, hangers, drain valves, gauges, and related equipment.
      - Testing (as applicable), the operation of system air compressors for proper activation and cutoff.
      - Inspection of deluge or pre-action valves (as applicable), according to manufacturer's specifications, including interior checks of valve body, clapper, clapper facings and latching mechanism.

- Testing of low-pressure alarms, supervisory circuits, and auxiliary functions for proper operation.
- Cleaning of pilot lines and solenoid strainers thoroughly. (as applicable)
- Check and verify the existence of any changes in building status including any obstructions that may affect performance or reliability of the fire sprinkler system.
- Verification of existence of any changes or modifications made to the fire sprinkler system.
- Documenting the school's general storage and stock arrangements for combustibles in relation to fire sprinkler system protection.
- Tag devices as required and perform required record-keeping.
- Identification of site conditions that could compromise mechanical and/or electronic components of system.

The quarterly inspection will not include every sprinkler head, pipe or other parts of the fire protection system that currently exists and is limited to a visual inspection of external readily visible parts of the system.

- 7) The contractor shall submit upon completion of each inspection, a report consisting of building tested, type of device being tested, number of devices being tested, condition of devices, remarks concerning status of devices, etc. and signature of testing technician.
- 8) The Contractor shall notify the CCSB Project Leader immediately of any items that are found defective during the normal inspection and testing procedure. A written explanation of the reason for replacement and a cost estimate based on the hourly rates and material percentage mark-up on the bid price form shall be given to the Project Leader. The repair shall commence once the Project Leader has given the approval. The Project Leader shall have the ability to give the Contractor verbal approval but shall provide written approval at their earliest convenience. An email confirmation is acceptable.

Situations that affect the continued operations of the system: Contractor shall contact the CCSB Project Leader IMMEDIATELY to obtain approval on an emergency basis to repair while still on site. Non-emergency repairs, Contractor must submit a **Work Order/Estimate Form – Exhibit E-2** (refer to Contractor Responsibilities) to the Project Leader to obtain approval to repair at a later date.

- 9) Upon completion of any and all services performed under this contract, the Contractor shall assure that the fire sprinkler systems are left in operable condition.

B. **Standpipe Inspections** – For facilities with existing standpipes, and in accordance with applicable codes, an inspection shall be made to identify any problems and maintain operable condition.

- 1) Inspections shall include but not be limited to:
  - Inspecting the condition of the threads
  - Inspecting the valve for damage and operations
  - Tagging the unit properly
  - Checking the cabinet for ease of access and, where applicable, check that the glass is intact.
  - Checking that the standpipe is visible and unobstructed. If it is obstructed, notify the Code Compliance Project Manager immediately to have the area cleared.

### C. **Reports-Record Keeping**

- 1) Upon initial visit, Contractor shall inventory and log all equipment.
- 2) Records shall be maintained for all work completed. Records shall be completed per all applicable NFPA and/or federal, state, or local codes.
- 3) Upon completion of each inspection, copies of all reports and forms shall be sent by email in PDF format to the Code Compliance Department's assigned Representative and shall be attached with the invoice. The report shall consist of building tested, type and number of devices being tested, condition of devices, remarks concerning status of devices highlighting all deficiencies, and the signature of testing technician. Failure to provide completed inspection reports will delay payment.

3. **SERVICE LOCATIONS:** Sites to be serviced provided in **Exhibit E-3**. Sites and systems may be added, removed, and/or replaced by the CCSB, as needed, at any time during the term of this contract. Any additional site must be serviced and repaired under the same terms and conditions as the awarded Contract. The cost for adding an additional facility shall be for the amount equal to that for servicing a comparable system.

4. **OTHER MAINTENANCE AND SERVICES:** In addition, Contractor may be required to provide other related services including maintenance and/or repair which do not fall under the auspices of the general inspection process and will be performed at an hourly rate and material mark-up from list price upon approval by the CCSB Code Compliance Department.

When additional maintenance and/or repair services outside the inspection/maintenance scope is discovered by the technician:

- Situations that affect the continued operation of the systems, Contractor shall contact the Code Compliance Department immediately to obtain approval on an emergency basis to repair while still on site.
- Situations requiring repair which are not a threat to system operations, Contractor shall submit a **Work Order/Estimate Form - Exhibit E-2** (refer to Contractor Responsibilities) to repair at a later date.

The hours paid under this contract shall be only productive hours at the job site and shall be a fixed hourly rate. Time spent for items such as, but not limited to, transportation of workers, material acquisition, handling, and delivery, or for movement of vendor owned or rented equipment is not chargeable directly but shall be considered overhead and the cost shall be included in the fixed hourly rate. The hourly rate shall also include items such as, but not limited to, direct labor, general and administrative overhead, insurance, profit, and the cost of equipment that is normal and necessary tools of the trade.

5. **MATERIAL MARK-UP:** The cost of the materials shall be based on the Contractor's wholesale price from the supply house plus a maximum of a 10% percent markup. A markup on sales tax will not be allowed. Contractor's invoices shall clearly show the manufacturers' part number, description, manufacturer cost and percent markup cost. A copy of the supply house invoice shall be submitted with the Contractor's invoice. The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the CCSB. Contractor shall only be reimbursed for materials requested by CCSB and not for materials utilized by the Contractor in the normal course of the work covered under this Contract.

**Note:** All invoices shall be billed on a cost plus basis except during a declared disaster no mark-up permitted.

#### **CONTRACTOR'S RESPONSIBILITIES:**

1. The Contractor(s) shall provide a single telephone number and contact of the primary person that will receive work-related calls from authorized CCSB personnel. **Provide this information on Attachment A-2.**
2. All work or services shall be performed by the Contractor(s) qualified service technicians in his employment and will not be assigned for performance by a subcontractor during the term of this contract without prior authorization from the CCSB Code Compliance Department. The Contractor is responsible for verifying that any authorized subcontractor meets all requirements for licensing, insurance, etc. and ensure's complete compliance by all subcontractors with all terms, conditions, and specifications of the contract herein.
3. The Contractor shall supervise, direct, and be responsible for all work performed under this contract.
4. The Contractor shall have a sufficient number of qualified personnel, tools and equipment to perform the work.
5. Upon request of the CCSB, the Contractor shall submit the training experience and records of the employees assigned to do work under this contract.
6. The Contractor shall provide services in accordance with manufacturer's specifications for parts, materials, and components in a safe and efficient manner. Contractor shall obtain and/or install new Original Equipment Manufacturer (OEM) parts and materials or approved equal.
7. All normal equipment, material and supply type items required by the Contractor(s) to perform the work as described in this bid (ladders, tools, etc.) shall be the responsibility of the Contractor(s).
8. All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Code Compliance Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.
9. The Contractor certifies that all material, equipment, etc., contained in this bid meets all Occupational Safety Hazards Act (OSHA) requirements. The contractor further certifies that if their equipment, etc., is subsequently found to be in non-compliance with any OSHA requirements, all cost necessary to bring the material, equipment, etc., into compliance with aforementioned requirements shall be borne by the Contractor. Failure of the Contractor to bring



any and all material, equipment, etc., contained in a particular bid, in conformity with all OSHA requirements, shall constitute default under this agreement.

10. The Contractor shall conform to all Federal, State, County and City regulations during the performance of the agreement. Any fines levied due to violations or failure to comply with any or all requirements shall be the sole responsibility of the Contractor. Any Contractor employee found not in conformance with any laws, statutes, rules, or regulations would be removed from CCSB facilities. Continued violations by a Contractor shall constitute cause for immediate termination of the Contract.
11. All Federal, State, County and School safety rules and regulations will be followed. Safety at school facilities is a major consideration in evaluating the Contractor performance.
12. The Contractor shall comply with SREF (State Requirements for Educational Facilities) Florida Department of Education and OSHA Safety Standards.
13. The Contractor acknowledges that work will be performed only after receipt of an authorized Purchase Order.
14. The Contractor shall warrant all work for one (1) year, including all materials, parts, and workmanship under normal usage conditions unless otherwise specified.
15. The CCSB reserves the right to furnish any or all equipment and materials to the Contractor.
16. The CCSB retains salvage rights for all existing materials and equipment that are on all school board properties.
17. It is the Contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from academic or other school activities. All visits must have prior approval by CCSB.
18. **WORK ORDER/ESTIMATE FORM:** Upon receipt of a Work Order from the CCSB authorized representative(s) for other maintenance or repair services needed, the Contractor shall complete the written estimate of the labor and materials required to complete the work; **see Work Request and Estimate Form EXHIBIT E-2. The Contractor must complete and return the estimate within seven (7) working days of request by the Code Compliance Department, or as otherwise directed.** This estimate shall provide specific information including the following: Bid hourly labor rates for each work classification, number of hours required, and list of materials to include description and cost, manufacturer and manufacturer's part number (if requested) and any additional information needed to assist the CCSB in evaluating the proposal. Miscellaneous materials may be submitted as a single estimate item.
  - a. The CCSB reserves the right to request competitive quotes for Equipment/Materials exceeding \$1,000.00.
  - b. **Emergency Work Orders** may be needed from time to time. The Contractor shall, within **two (2) not to exceed four (4) hours' notice**, meet CCSB personnel at the job sites, review the scope of work, provide an estimate, proceed with work without delay and in general be responsive to the emergency request. An emergency is defined as any situation that left uncorrected would potentially jeopardize the health, safety or security of the school's occupants; cause significant damage to a structure or its contents; or unduly impede the conduct of the school district's business. Failure to respond to a service call, within the designated time, shall be considered a valid reason for termination of this contract. In the event that the Contractor(s) shall not comply within stated time, the CCSB reserves the right to call any qualified contractor(s) to perform service.
  - c. All work required is to be submitted to the CCSB Code Compliance Department, or their assigned representative, recommending all additional tasks or concerns that are necessary to complete the project. The Contractor must obtain prior authorization to proceed with ALL work from the Code Compliance Department, or their assigned representative. Failure to do so may result in denial of payment or termination of contract.
  - d. Work Order/Estimate Form shall contain a **"Not to Exceed"** price giving a full description of the project prior to issuance of a Purchase Order.
  - e. The Contractor's estimate will be evaluated to determine if the scope of work has been clearly understood, if the estimate is fair and reasonable, and that supporting documentation is provided (if requested). The estimate provided by the Contractor shall be firm, no increases will be permitted unless unforeseen circumstances arise, or a revised scope of work is provided. Any increase must be authorized by the CCSB prior to commencement of the work. Any additional cost increase not authorized by the CCSB will not be paid to the Contractor. If the Work Order / Estimate Form is found to be overestimated once work has commenced and the actual services rendered are less than the estimate, then CCSB shall only pay for actual services rendered. For example, if an estimate was for thirty (30) hours and only twenty (20) hours were worked, then CCSB shall only pay for twenty (20) hours).

- f. Labor provided by the Contractor shall be billed to the CCSB based on the hourly rates bid for labor. The hourly rate bid shall include full compensation for labor, tools and equipment, vehicles, travel time and other administrative and miscellaneous cost (including profit and overhead).
  - g. If the CCSB Work Order requires other trade services and/or materials, the CCSB shall pay the Contractor based on the actual cost (provided that the cost is fair and reasonable), plus a markup. Other trade services and/or materials shall be submitted as a separate line item on each work order / estimate form. Copies of the trade service(s) and/or non-stock purchased materials invoices shall be submitted with the contractors' invoice. Mark-up will not be paid on Sales Tax for materials purchased by the Contractor.
- 19. The hourly rate paid to the Contractor shall start upon arrival at the CCSB job site, shop or designated location and end upon departure from that job site, shop or designated location. This hourly rate shall be used as required by the CCSB for the services specified, as well as unforeseen labor needs not otherwise addressed.
  - 20. The Contractor will sign for keys issued to him to perform the work. The keys will be issued by the CCSB Maintenance Department. The keys will be returned in a timely manner. If keys are lost the CCSB will charge the Contractor a reasonable fee to replace keys and/or locks, if necessary.
  - 21. The Contractor shall be responsible for their employees signing in upon arrival, and signing out upon departing a CCSB job site, shop, or designated location. Every CCSB facility has a sign in and out Log. Their location will be provided to the Contractor. The Contractor is solely responsible for supervising, directing, and inspecting their employee's work. He shall coordinate all activities with the Code Compliance Department including schedules, means, methods and techniques. The work will also be scheduled with the facilities where the work is to be performed.
  - 22. The Contractor(s) shall notify the Code Compliance Department, or their assigned representative, when company personnel are running late for any reason and will not be on time to begin any CCSB assigned projects.
  - 23. No Charge shall be allowed for equipment down-time. Neither shall time be charged for equipment maintenance such as tune-ups, routine maintenance, vehicle maintenance or cleaning.
  - 24. Any and all changes to work at the assigned work site must be given by the Code Compliance Department. Any other work direction taken and performed by the Contractor shall be considered UNAUTHORIZED and could result in nonpayment of funds for work performed. Under NO circumstances shall work proceed unless authorized.
  - 25. The Contractor warrants to the CCSB that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all work will be of good quality, in conformance with the project documents, acceptable manufacturers, industry, and construction standards and /or as approved by the Code Compliance Department. All work not conforming to these requirements, including substitutions not properly approved and authorized by the Maintenance Department, will be considered defective. If required by the CCSB, the Contractor shall furnish satisfactory evidence (manufacturers literature, etc.) as to the acceptability of materials and equipment.
  - 26. As of March 2002, all Florida School Districts are required to adhere to the new Florida Building Codes. Contractors providing construction and maintenance work for the CCSB are required to submit a permit application with the CCSB Facilities Department, Permit, and Inspection Section. There is no cost to the Contractor for the application. The Contractor shall post the construction permits. Inspection requests are submitted to the CCSB Facilities Department, Permit, and Inspection Section. The Inspection Section or their authorized inspection service performs required inspections. There's no cost for routine inspections. "Failed Inspections" may require the Contractor to pay for re-inspection. Passed Inspection Reports shall be submitted with the Invoices. The invoice will not be processed without the required Passed Inspection Report.
  - 27. The Contractor shall be responsible to the CCSB for the acts of errors and omissions of his employees, subcontractors and their agents and employees performing work under this contract.
  - 28. The Contractor(s) shall maintain an adequate supply of materials, supplies, personnel, etc., needed to perform the services required by this bid to ensure work can be performed in a timely manner. Repeated and documented instances of 1) using substandard materials, supplies, personnel, 2) failure to have materials, supplies, personnel readily available when performing work assignments, 3) continued failure to provide services in a timely manner, or 4) failure to adequately cleanup sites and remove debris when work is complete, shall constitute adequate grounds for termination of all or any part of this contract. Including, but not limited to, being removed from the district's approved vendor listing for a designated period of time.
  - 29. Prior to commencement of work, the Contractor shall familiarize himself with the location of all existing utilities and facilities within the work sites. The Contractor shall be responsible for contacting the utility company, or qualified locator service as approved by the utility company and/or authority having jurisdiction, if a conflict exists (both overhead and underground). Should damage or structural weakening occur to such items through negligence on the

part of the Contractor, immediate corrective measures shall be taken by, and at the expense of, the Contractor as directed by the Code Compliance Department personnel.

30. Precautions will be exercised at all times for the protection of persons (including employees) and property. The Contractor at Contractor's expense will provide barricades, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the CCSB's Representative.
31. The Contractor shall protect all existing structures, utilities, services, roads, and other property, against damage or interrupted service at all times from his operations. The Contractor shall be held responsible for any damage to property caused by reason of his operations on the property. Interruption in any utility service shall be coordinated with the CCSB.
32. The Contractor shall at all times guard from damage or loss to property of the CCSB or of other vendors or contractors and shall replace or repair any loss or damage unless such is caused by the CCSB, other vendors or contractors. The CCSB may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor or his agents.
33. The Contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Contractor at his expense, shall repair or make restoration as is practical and acceptable to the CCSB and/or owners of destroyed or damaged property within a reasonable length of time. (Not to exceed one month from the date the damage was done.)
34. When requested, the Contractor shall cooperate with any ongoing CCSB investigation involving economic loss or damage to CCSB buildings or personal property therein.
35. While working, the Contractor vehicles shall be legally parked so as not to interfere with normal traffic flow. No vehicles shall be stored on the premises without prior approval from the CCSB Maintenance Contact(s).
36. The Contractor shall meet the noise ordinance regulations for all construction equipment as set by the city, county, and state.
37. The Contractor shall confine his equipment, apparatus, the storage of materials, and the operation of his workmen to the limits indicated by law, ordinances, permits, or direction of the Code Compliance Department, and shall not unreasonably encumber the premises with his materials. The Contractor shall take all measures necessary to protect his own materials.
38. No equipment, tools or supplies are to be unsupervised. All materials must be safely secured at the end of each workday and where possible, stored off site.
39. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, Contractor shall remove all his waste materials and rubbish from and about the Project as well as all tools, construction equipment and machinery. Surplus materials shall be turned over to the facility unless otherwise directed by the CCSB.
40. The Contractor shall be responsible for the prompt removal of all debris that results from their work. The Contractor shall provide for their own trash removal. The work site will be kept in an orderly manner and cleaned at the end of each workday. The Contractor is responsible for removing tools, construction equipment, machinery & surplus materials. DO NOT USE CCSB TRASH RECEPTACLES WITHOUT PERMISSION.
41. The CCSB will provide miscellaneous utilities (water, sewer, elect., etc.) that are readily accessible to the work area and do not interfere with other functions.
42. The Contractor shall be responsible for notifying the CCSB, in writing, of any conditions detrimental to proper and timely completion of the work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Contractor.
43. If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization of the CCSB's authorized representative(s).
44. Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the CCSB shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.
45. The Contractor agrees to schedule and diligently execute the work until its completion. The Contractor will provide the CCSB Maintenance Department with their weekly work schedule. Occasionally, more frequent work schedules may be required to properly plan and schedule the work.

46. During the term of this contract, the Code Compliance Department shall be furnished with every means to inspect and verify whether the materials, equipment, and work performed are in accordance with the bid requirements. Any deviation from, or failure to comply with the terms of the contract, shall be corrected promptly upon notification. Lack of prompt correction shall be cause for immediate cancellation of this contract. Failure to reject or condemn defective work at the time it is done will not prevent its rejection whenever it is discovered before the project is finally approved and authorized for payment.
47. If the Contractor fails within 24 hours to correct defects or omissions, the CCSB shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred to correct the work. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the CCSB.
48. If work is to be accomplished on weekends, or during Holiday Periods, and/or after normal business hours, when district facilities are closed, appropriate district personnel will be made available at the site to enable access to the facility by the Contractor personnel. All such work of this nature is to be coordinated and authorized only through the Maintenance Department.
49. If the Contractor neglects, fails, or refuses to complete the work as scheduled, the Contract may be terminated.
50. Completion: Upon completion of the work, the Contractor shall submit an Invoice to the CCSB Code Compliance Department:
  - a. Code Compliance Department will verify completion of work prior to payment being made.
  - b. Partial payments for medium to large projects may be made if approved by the CCSB Purchasing Department.

**CONTRACTOR EMPLOYEE RESPONSIBILITIES:**

1. All Contractor employees must have sufficient training and experience to perform the work. Any Contractor employee that does not meet the CCSB expected level of performance shall be removed by the Contractor from CCSB work.
2. The Contractor shall not use personnel with suspended or revoked licenses.
3. It is the Contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
4. The CCSB is committed to the education and safety of its students and employees. The Contractor awarded the contract will be required to assure that personnel assigned to CCSB work do not possess criminal records that would jeopardize the safety of children or personnel.
5. Employees shall be required to dress neatly and wear their identification badges on the outside of their uniform at all times when on CCSB property. It shall be the Contractor's responsibility to inform the CCSB Code Compliance Department of all new employees that will be assigned to our work.
6. Work crew shall have full time supervision and a designated supervisor on site at all times.
7. No equipment, tools or supplies are to be unsupervised. All materials must be safely secured at the end of each workday and where possible, stored off site.
8. The Contractor shall prohibit his employees from disturbing any areas or item without the knowledge or consent of the CCSB representative.
9. The Contractor shall require his employees to comply with the CCSB and the individual facilities policies and regulations. The CCSB Code Compliance Department representative will provide the Contractor procedures and contact points for access to our facilities. The CCSB Code Compliance Department will provide the Contractor with the locations at each facility for work breaks.
10. Employees shall not possess or be under the influence of alcohol, drugs, or any illegal substances while on CCSB property. Contractor(s) must certify that their company and its employees are drug-free. Any additional costs incurred resulting from these requirements will be the responsibility of the Contractor.
11. All Citrus County School Board Campuses are smoke free and vape free – Smoking on school grounds is prohibited.
12. The Contractor shall strictly prohibit interaction between their employees and students.
13. Contractor employees may not solicit, distribute, or sell products while on CCSB property. The Contractor shall adhere to School Board security standards.

14. Friends, visitors, or family members of employees are not permitted in the work area.
15. Proper Behavior and language by all employees of the Contractor and subcontractor on our school property is strictly required. The CCSB will not tolerate behavior that is not conducive to an educational facility.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

## SECTION 3 – SPECIAL CONDITIONS

---

### 1. AWARD AND AWARD NOTIFICATION:

- a. Awards will be made **all or none** to the **lowest, responsive, and responsible** Respondent meeting the specifications with consideration being given to the conformity to the specifications, suitability to CCSB needs, qualifications, expertise, experience, and past performance. The CCSB also reserves the right to make multiple awards, such as a Primary, Alternate, etc., for any and all items deemed to be in the best interest of the district.

The Primary Contractor shall be contacted first whenever work is required pursuant to this solicitation. If the Primary Contractor is not able to respond and/or complete a project within the necessary timeframe, the Alternate Contractor shall be utilized, subject to the written approval of the Purchasing Department. Should the Alternate Contractor be unable to respond and/or complete a project within the necessary timeframe, the CCSB reserves the right to acquire the services specified herein from any other source or via any other procurement method deemed by the CCSB to be in its best interest.

- b. As in the best interest of the CCSB may require, the Board has the sole discretion and reserves the right to cancel this solicitation, to reject any and all quotes, to waive any and all informalities and/or irregularities, or to readvertise with either the identical or revised specifications.
- c. Recommendation to Award information and Board Approval of this bid will be posted on VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com). All information and updates will be posted to this site; please verify that your company's information is current and correct.
- d. Note: If the time allotted to evaluate quotes and make the selection of contractors proves to be insufficient, the posting of the Notice of Intended Decision and the Board approval date could delay two weeks or more. Continue to monitor [www.myvendorlink.com](http://www.myvendorlink.com) or contact the Purchasing Department for more specific information as to when notices(s) will be posted.

2. **CONTRACT TERM / RENEWAL:** This contract shall be for a period of **one (1) year effective upon Award by Purchasing** (Initial Contract Period) during which time the successful Respondent(s) shall guarantee firm prices for the items awarded to the Respondent(s) as specified in this solicitation. The CCSB reserves the right to extend any contract awarded as a result of this solicitation in accordance with paragraph 13 of the General Terms and Conditions.

The CCSB also reserves the right to renew this contract, or any portion thereof, for three (3) additional one (1) year periods, under similar terms, conditions, and specifications as the original Quote upon mutual agreement in writing.

3. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the initial twelve (12) months of this contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, prior to the end of the first year and each subsequent year of the contract term. CCSB may consider price increases of the items bid if the following conditions occur: (a) there is a verifiable price increase to Contractor of the awarded bid item(s); (b) the price increase shall be documented by manufacturers' or distributors' price changes or changes in industry related indices; (c) the awarded Contractor(s) submits to the Purchasing Department, in writing, notification of price increases; and (d) Contractor's shall submit the above information to the Purchasing Department a minimum of thirty (30) calendar days prior to the effective date of the requested price increase.

When Contractor complies with the above-mentioned conditions, the Purchasing Department will review the information to determine if it is in the best interest of the CCSB to adjust the pricing on the awarded items, in conjunction with Contractor's effective date of price increase. The CCSB reserves the right to deny any requests for price increases. Contractor shall receive confirmation in writing of the approval or denial of a price increase. Contractor must receive notification from the Purchasing Department that the CCSB has accepted the new prices before processing any orders with the new cost. Any purchase order issued by CCSB prior to approval of the price increase will not be modified. Payment of the new prices by the CCSB does not constitute acceptance of the new pricing.

Contractors are also expected to pass along any/all decreases on products/services OR to keep product pricing constant (remain the same) when market conditions warrant no such increases.

4. **CHANGES TO SCOPE OF SERVICES:** The product/services to be provided under the Contract are specified in the Specifications section of this solicitation. CCSB, without invalidating the Contract, may request additional product/services or make changes by altering, adding to, or deducting from the product/services, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated price. Changes may only be made with prior

written agreement executed by the parties with proper authorization to do so. Such changes must be submitted to the Purchasing Department and will be included in the awarded contract through a contract amendment.

5. **LICENSES:** All Respondents shall provide with their quote a copy of their Occupational License/Tax Receipt and any Certifications, if applicable.
6. **W-9 TAXPAYER IDENTIFICATION FORM:** Respondent must submit a completed and signed current [Request for Taxpayer Identification Number and Certification Form](#) with quote submittal.
7. **QUANTITIES:** Quantities shown on the Quote Price Form are estimates only and in no way obligate the CCSB to purchase these amounts. These estimated figures are given only as a guideline for preparing your Quote. The actual quantities purchased under this Quote may be more or less.
8. **CONTRACT VALUE:** No guarantee is given or implied as to the dollar value of this solicitation.
9. **WARRANTY:** Equipment bid shall be in accordance with the specifications herein and shall be guaranteed to be free from defects in workmanship and/or materials. All items purchased under this solicitation must carry a minimum manufacturer's warranty of one (1) year. Awarded Respondent shall provide a minimum of one (1) year warranty on all labor. Warranty period will commence on the date of delivery and acceptance by the ordering school or department. The warranty includes the cost of pick-up and delivery from any school or department location within the Citrus County School District. If there is a defect in the warranty parts, including batteries, they will be exchanged by the successful Respondent for new OEM parts at no charge to the CCSB during the warranty period and shall in addition transfer to the CCSB any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period.
10. **FUEL SURCHARGES:** Shall never be charged to the CCSB. Any invoices referencing a "fuel surcharge" will be rejected and left unpaid until a corrected invoice is sent. During this time, no "late fees or penalties" shall be imposed on the CCSB.
11. **INVOICING:** The Contractor will be required to submit invoices and reference purchase order numbers on all requests for payment. Invoices shall be mailed directly to the assigned PROJECT MANAGER at 1007 W Main Street, Inverness FL 34450 for approval for payment. Projects that involve a CCSB design professional will also require their approval on all invoices and change orders. A separate invoice must be received for each purchase order number. Partial payments shall be determined by project. Invoices, which do not reference valid purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO RECONCILE THE PURCHASE ORDER AND THE CONTRACTOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE CCSB WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.
12. **INSURANCE REQUIREMENTS:** Prior to commencement of this Contract, Contractor(s) and subcontractors will provide a certificate(s) evidencing such insurance coverage to the extent applicable, subject to approval by Risk Management. Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from the responsibility to provide insurance as required by this Contract.

Contractors shall carry and maintain insurance coverage as identified in the table below. All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher, according to the A. M. Best Company. All required insurance policies shall name "The School Board of Citrus County, Florida" as the certificate holder and additional insured.

Except as otherwise specifically authorized in this Contract, no deductible or self-insured retention for any required insurance provided by the Contractor pursuant to this Contract will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CCSB), the Contractor shall be responsible for paying on behalf of CCSB (and any other person or organization that the Contractor has, in this Contract, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with the insurance requirements provided by this section shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to CCSB or CCSB's board members, officers or employees by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to CCSB under this Contract or as otherwise provided by law.

To the extent identified below, the following checked provisions shall apply to all insurance coverage required by this section: [CHECK ALL THAT APPLY]

<input checked="" type="checkbox"/>	<b>1. Commercial General Liability Insurance:</b> Coverage shall be provided, with minimum policies limits as set forth in the table below. CCSB, its board members, officers, and employees shall be named as an additional insured to the Commercial General Liability insurance policy on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). If CCSB and its board members, officers, and employees are not named as additional insureds then CCSB reserves the right to terminate this Contract immediately as a material breach of the Contract.								
	<table border="0"> <tr> <td>Bodily Injury and Property Damage Per Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> </table>	Bodily Injury and Property Damage Per Occurrence	\$1,000,000	General Aggregate	\$2,000,000				
Bodily Injury and Property Damage Per Occurrence	\$1,000,000								
General Aggregate	\$2,000,000								
<input type="checkbox"/>	<b>2. Product Liability and/or Completed Operations Insurance:</b> All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to carry this insurance to the limit listed below. All non-construction Contractors whose work for CCSB includes products or services, and the value of these products or services in excess of \$25,000 are required to carry this insurance to the limit listed below.								
	<table border="0"> <tr> <td>Bodily Injury and Property Damage Per Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> </table>	Bodily Injury and Property Damage Per Occurrence	\$1,000,000	General Aggregate	\$2,000,000				
Bodily Injury and Property Damage Per Occurrence	\$1,000,000								
General Aggregate	\$2,000,000								
<input checked="" type="checkbox"/>	<b>3. Automotive Liability:</b> Any Contractor or vendor transporting district employees, delivering, or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe CCSB is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.								
	<table border="0"> <tr> <td>Bodily Injury and Property Damage: Combined Single Limit (each accident)</td> <td>\$1,000,000</td> </tr> </table>	Bodily Injury and Property Damage: Combined Single Limit (each accident)	\$1,000,000						
Bodily Injury and Property Damage: Combined Single Limit (each accident)	\$1,000,000								
<input checked="" type="checkbox"/>	<b>4. Workers' Compensation/Employer's Liability:</b> All non-construction Contractors and vendors that have one or more employees or subcontracts any portion of their work to another individual or company are required to have workers' compensation insurance. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to have workers' compensation insurance. All entities and individuals required to have workers compensation insurance must purchase a commercial workers' compensation insurance policy to the limits listed below. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against CCSB, and its board members, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13).								
	<table border="0"> <tr> <td>W.C. Limit Required*</td> <td>Statutory Limits</td> </tr> <tr> <td>E.L. Each Accident</td> <td>\$500,000</td> </tr> <tr> <td>E.L. Disease – Each Employee</td> <td>\$500,000</td> </tr> <tr> <td>E.L. Disease – Policy Limit</td> <td>\$500,000</td> </tr> </table>	W.C. Limit Required*	Statutory Limits	E.L. Each Accident	\$500,000	E.L. Disease – Each Employee	\$500,000	E.L. Disease – Policy Limit	\$500,000
W.C. Limit Required*	Statutory Limits								
E.L. Each Accident	\$500,000								
E.L. Disease – Each Employee	\$500,000								
E.L. Disease – Policy Limit	\$500,000								
<input type="checkbox"/>	<b>5. Professional Liability Insurance (Errors and Omissions):</b> Contractors providing professional services including but not limited to architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below. Professional Liability coverage must be maintained in the amounts stated above for a two-year period following completion of the contract.								
<input type="checkbox"/>	<b>a. For services, goods or projects that <u>will exceed \$1,000,000</u> in values over a year.</b>								
	<table border="0"> <tr> <td>Each Claim</td> <td>\$1,000,000</td> </tr> <tr> <td>Annual Aggregate</td> <td>\$2,000,000</td> </tr> </table>	Each Claim	\$1,000,000	Annual Aggregate	\$2,000,000				
Each Claim	\$1,000,000								
Annual Aggregate	\$2,000,000								
<input type="checkbox"/>	<b>b. For services, goods or projects that <u>will not exceed \$1,000,000</u> in values over a year.</b>								
	<table border="0"> <tr> <td>Each Claim</td> <td>\$250,000</td> </tr> <tr> <td>Annual Aggregate</td> <td>\$500,000</td> </tr> </table>	Each Claim	\$250,000	Annual Aggregate	\$500,000				
Each Claim	\$250,000								
Annual Aggregate	\$500,000								
<input type="checkbox"/>	<b>6. Cyber Liability and Data Storage:</b> Contractors or vendors providing software shall provide proof of insurance reflecting, at a minimum, coverage for: Data Loss and System Damage Liability; Security Liability; Privacy Liability; Privacy/Security Breach Response Coverage, including Notification Expenses. Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of the Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.								
	<table border="0"> <tr> <td>Each Claim</td> <td>\$1,000,000</td> </tr> <tr> <td>Annual Aggregate</td> <td>\$1,000,000</td> </tr> </table>	Each Claim	\$1,000,000	Annual Aggregate	\$1,000,000				
Each Claim	\$1,000,000								
Annual Aggregate	\$1,000,000								



<input type="checkbox"/>	<b>7.</b>	<b>Environment/Pollution Liability:</b> Required if removal/demolition/renovations or use of hazardous liquid/materials or environmentally sensitive liquid/materials.	
		Each Claim	\$1,000,000
		General Aggregate	\$2,000,000

**The Contractor agrees to the following as it relates to its obligations and the insurance requirements herein this solicitation.**

- a. Insurance Verification Required: The CCSB requires that all Contractors prove their capacity to provide the required insurance as set forth in this solicitation. Contractors are required to provide in with their submittal a Certificate of Liability Insurance (Acord 25) matching the specified requirements, which must specify any deductible or retention applicable to the above required insurance.
  - b. If awarded, the Contractor will then be required to name The School Board of Citrus County, Florida as the certificate holder and additional insured for all policies outlined herein and provide a revised Certificate of Liability Insurance at the time of the award.
  - c. The Contractor agrees that no services shall begin until proof of insurance is received by the CCSB.
  - d. The Contractor shall provide written notice to the CCSB within thirty (30) days of any material changes or notice of cancellation the Contractor receives from its insurer on the above required insurance.
  - e. The Contractor and Subcontractors will be responsible for insurance on their tools and equipment.
  - f. By submitting a response to this solicitation, Contractor hereby understands and agrees to the above insurance requirements. Failure by the Contractor to maintain insurance as described herein constitutes a material breach of this contract and the CCSB shall have the right to terminate this contract without further liability.
13. **OFFERER CERTIFICATION:** Submission of a signed Quote is the Respondent's certification that he/she will accept award at the prices and terms contained in their response to this solicitation as submitted.
14. **CONTRACT:** The contents of this solicitation and all provisions of the successful Respondent(s) deemed pertinent by the CCSB shall be considered a contract and become legally binding. A separate contract document, other than the purchase order(s), will not be issued.

## SECTION 4 – GENERAL TERMS AND CONDITIONS

---

### 1. DEFINITIONS:

**Contractor.** The “Contractor” shall refer to the company, individual, or organization awarded by the CCSB in accordance with this solicitation.

**Respondent.** The “Respondent” shall refer to that person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a bid, proposal, response, or quote for the purpose of obtaining a contract with the CCSB for the provision of the services set forth herein.

**The School Board of Citrus County, Florida.** May be referred to as “Board”, “School Board”, “District”, or “CCSB” herein.

2. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the submittal shall be evaluated or considered. All such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely through intent, design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this solicitation and the offeror’s authorized signature affixed to the acknowledgement page of this solicitation attests to this.
3. **NON-COLLUSION:** The Respondent, by affixing its signature to the Bid Acknowledgement Form, certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a Bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
4. **ERRORS AND OMISSIONS:** In the event an error or obvious omission is discovered in a Respondent’s submittal, either by the Purchasing Department or the Respondent, the Respondent may have the opportunity of withdrawing their submittal, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Purchasing Department’s discretion, to support the validity of such a request. This privilege shall not extend to allowing a Respondent to change any information contained in their submittal; however, in the event of a minor omission, oversight, or obvious mistake on the part of the Respondent, the Purchasing Department (or designee) may request written clarification from a Respondent in order to confirm the evaluator’s interpretation of the Respondent’s response and to preclude the rejection of their submittal, either in part or in whole. The Purchasing Department has the sole authority to weigh the severity of the infraction and determine its acceptability.
5. **INCURRING COST:** This solicitation does not commit the CCSB to award a contract, nor shall the CCSB be responsible for any expense incurred in the preparation and presentation of a response to this solicitation. Such expense is to be borne exclusively by the Respondent.
6. **BID OPENING:** The Bid opening shall be public, on the date and at the time specified in this solicitation or as amended in the form of an addendum issued by the Purchasing Department. Pursuant to Chapter 119 Florida Statutes, sealed bids, proposals, or replies received by the CCSB as a result of this competitive solicitation are exempt from public inspection until such time as the CCSB provides notice of a decision or intended decision or within thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.
7. **AWARD:** As in the best interest of the CCSB may require, the CCSB has the sole discretion and reserves the right to accept the Bid(s), make award(s) by individual item, group of items, and all or none or a combination thereof, to reject any or all Bid(s), to waive any minor irregularities or technicalities, to postpone or cancel this solicitation, in whole or in part, and to re-advertise with either the identical or revised specifications. Notice of cancellation will be posted electronically at [www.myvendorlink.com](http://www.myvendorlink.com).
8. **WITHDRAWING A BID:** The Bid response, as submitted by the Respondent, shall remain in effect for a period of ninety (90) days from the Bid opening. The Respondent agrees not to withdraw from competition during this ninety (90) day period to provide ample time for evaluation and acceptance by the CCSB.
9. **BID TABULATIONS AND RECOMMENDATIONS:** The Purchasing Department or designee shall post notice of a decision or intended decision and tabulations electronically at [www.myvendorlink.com](http://www.myvendorlink.com). Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

10. **TIE ON UNIT PRICE OR BID:** Should there be a tie on either the unit price (if awarded on a per item basis), sections of the bid (i.e.: building contracts, or bids awarded by section) or the whole bid ("all or none" bids or service bids), preference shall be given using the following order:
- Companies who certify they are a drug-free workplace in accordance with Section 287.087 F.S.
  - Companies located in Citrus County, Florida.
  - Companies located in Florida.
  - The company receiving the larger dollar award on other items within the bid.
  - All else being equal, a coin toss will be made in the presence of witnesses to decide the award.

This does not preclude the possibility of splitting an order if it is in the best interest of the School Board.

11. **BID PROTESTS:** Respondents are advised that all Bid Protests must be made in accordance with the requirements of the terms and conditions of this Bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any person who is adversely affected by the solicitation, decision or intended decision pertaining to this Bid must file with the Board, through its Purchasing Department, a written notice of protest within 72 hours after the posting or notification. A formal written protest shall be filed within 10 calendar days after filing the notice of protest. The 72 hours period referred to herein shall not include Saturdays, Sundays, or state holidays.

All Respondents acknowledge that the CCSB, as a result of the time lost and costs associated with an unsuccessful Bid protest, will suffer significant damages and losses. Any person who files an action protesting a solicitation, decision or intended decision pertaining to this Bid pursuant to Chapter 120, Florida Statutes, shall post with the Purchasing Department, at the time of filing the formal written protest, a bond in the amount equal to one percent (1%) of the total estimated contract value provided the amount shall not exceed \$5,000.00 nor be less than \$500.00.

The security may be in the form of a bank cashier's check or bank certified check payable to "The School Board of Citrus County, Florida," or in the form of a Bond naming as obligee therein "The School Board of Citrus County, Florida." The RESPONDENT, as the PRINCIPAL, shall execute each such bond therein, and by a Surety acceptable to the School Board. The Protest Bond or check shall be dated the same date as the date shown on the RESPONDENT'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-in-Fact, who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.

Should the protesting RESPONDENT be successful in its Bid protest, the SECURITY submitted by that RESPONDENT shall be returned to the Protesting RESPONDENT in full. Should the protesting RESPONDENT'S protest be unsuccessful, the SECURITY submitted by the protesting RESPONDENT, shall be retained by the CCSB and the protesting RESPONDENT shall have no right to same or any part of same.

If the protesting RESPONDENT'S protest is unsuccessful, and the SECURITY submitted by the RESPONDENT is in the form of a protest bond, the RESPONDENT and the Surety on said protest bond shall forthwith pay over to the CCSB the full monetary amount and penal sum of said protest bond and CCSB shall retain such amount and sum.

In the case of a protest of another RESPONDENT'S Bid submittal, the Bid submittal being protested by the protesting RESPONDENT must be rejected by the School Board for the reasons stated in the protesting Respondent's protest in order for the protest to be considered successful.

In the case of the RESPONDENT protesting the rejection of its own Bid submittal, for the protest to be successful, the School Board must award the contract to the protesting RESPONDENT.

12. **RENEWAL:** Unless otherwise specified in this solicitation, CCSB reserves the right to renew this contract or any portion thereof for a period equal to the original bid term or for three (3) additional one (1) year periods, whichever is greater, under the same terms, conditions, and specifications as the original solicitation upon mutual agreement in writing.
13. **EXTENSION OF CONTRACT:** Prior to the expiration of any contract resulting from a successful Bid CCSB, at its discretion, may require an extension of said contract for a period which shall not exceed the original termination date by more than ninety (90) days to allow such time for resoliciting. All prices, terms, conditions, and specifications on the last day of the contract shall remain in effect for the contract extension period. The Respondent agrees to this condition upon submission of a signed submittal. Additional extensions beyond the required ninety (90) days shall be subject to agreement in writing of both parties.
14. **ESCALATION:** Escalation provisions by the Respondent are not acceptable unless otherwise specified in this solicitation.

15. **PRICES QUOTED:** Firm prices shall be bid and include FOB, freight prepaid, inside delivery to the destination unless otherwise specified in this solicitation. Respondents shall reflect cash discounts in the unit prices quoted. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Prices are to be submitted in accordance with the quantities required, which appear in the solicitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the Purchasing Department reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary, and recommend an award based upon the overall group total.
16. **QUANTITY SPECIFIED:** CCSB reserves the right to increase or decrease the quantity of any and all Bid items as it deems appropriate. The unit price shall remain as accepted at time of award. If additional quantities are not acceptable, the Price Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY."
17. **CONDITION OF ITEMS/SERVICES:** Unless otherwise specified in this solicitation, all items and/or services purchases/rendered shall be equal to or exceed the specifications herein and be guaranteed to be free from defects in workmanship and/or materials. All items requested must be *new*, the latest model manufactured, first quality, and carry the manufacturers or Respondent's standard warranty. Bids on "*used, remanufactured or reconditioned*" items will not be considered unless specifically requested in the solicitation.
18. **METHOD OF ORDERING:** Orders shall be processed only upon receipt of an authorized purchase order issued by CCSB or when placed by an authorized CCSB Visa Card Holder. All orders will be initiated on an as-needed basis throughout the term of this Bid. Orders shall be promptly filled and delivered to the location specified on the purchase order.
19. **DELIVERY:** Unless actual delivery is specified, or if specified delivery cannot be met, Respondent shall show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award (see Special Conditions or Specifications). Delivery shall be during CCSB working hours being Monday through Friday 8:30 a.m. - 2:30 p.m., excluding holidays unless otherwise specified in this solicitation.
20. **MANUFACTURER'S NAME AND APPROVAL OF EQUIVALENT:** Any manufacturer's names, trade names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Respondent may offer any brand for which they are an authorized representative, which meets or exceeds the specifications for any item(s). Note: Sometimes substitutes are not acceptable. If Bids are based on equivalent products, indicate on the Bid form the manufacturer's name and number. Respondent shall submit with his or her Bid submittal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid submittal will not satisfy this provision. The Respondent shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The CCSB reserves the right to determine acceptance of item(s) as an approved equivalent. Bid submittals that do not comply with these requirements are subject to rejection. Bid submittals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with specifications as listed on the Bid form.
21. **SAMPLES:** The Respondent shall provide product samples, without charge, when requested. If the sample is not consumed through testing, it will be returned to the Respondent when said request is submitted with the submittal. Unused samples will be returned at the Respondent's risk and expense. The successful Respondent's samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted to the Purchasing Department, unless specified elsewhere in this solicitation. All samples shall be identified with the Respondent's name, solicitation number and title, and product name. Failure to deliver required samples or to identify samples clearly as indicated may be cause for rejection of Bid submittal.
22. **ITEM SUBSTITUTIONS/DISCONTINUATIONS:** Under no circumstances may a Contractor substitute a different product for any item awarded from this Bid, without prior approval. In the event an awarded item is discontinued by the manufacturer during the term of this Bid, the Contractor shall provide an acceptable substitute item at the same Bid price or risk being found in default. The Contractor must file a written request with the Purchasing Department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete specifications for the proposed substitute item, and a sample, if requested.
23. **DAMAGED ITEMS:** In the event an item(s) is received, and it is later determined there is concealed damage when the item(s) is unpacked; the item(s) must be replaced by the Contractor at no cost to the CCSB.
24. **VARIANCE IN CONDITION:** Any and all Special Conditions and Specifications attached hereto which vary from these General Conditions shall have precedence. Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: (1) Specifications; (2) Special Conditions; (3) General Terms & Conditions.

25. **BID/PERFORMANCE BONDS:** When a bid or performance bond is required, details of those requirements will be indicated under Special Conditions.
26. **PURCHASES BY OTHER PUBLIC AGENCIES/PIGGYBACK (FAC-6A-1.012(6)):** With the consent and agreement of the awarded Contractor, purchases may be made under this solicitation and any resulting contract by other governmental agencies, political subdivisions within the State of Florida, or any other public entity. Such purchases shall be governed by the same terms and conditions stated herein. Further, it is understood that each agency will issue its own purchase order to the Contractor. This agreement in no way restricts or interferes with the right of any other public agency to rebid any or all of these items.
27. **USE OF OTHER CONTRACTS/NON-EXCLUSIVITY:** CCSB reserves the right to utilize any other contract, including, but not limited to any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system, federal agencies, cooperative agreements per Rule 6A-1.012, Florida Administrative Code, in lieu of any offer received, or award made as a result of this solicitation, if it is in the best interest of the CCSB to do so. CCSB also reserves the right to bid separately or to purchase any item(s) and/or service(s) covered under this agreement, if deemed to be in the best interest of CCSB, at any time during this agreement term.
28. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement and any amounts to be paid, or of any or all of its rights, title, or interest therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by CCSB.
29. **FLORIDA STATE CONTRACT, "SNAPS" AGREEMENTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:** If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this Bid, the Respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The Purchasing Department reserves the right to reject all bids and purchase from State Contracts, SNAPS Agreements, or FDOE Contracts if to do so represent the best interests of the CCSB.
30. **TAXES:** Purchases are exempt from ALL Federal Excise and State Sales Tax.
31. **INVOICING AND PAYMENT FROM PURCHASE ORDERS:** CCSB will only pay the dollar amounts as authorized on the purchase order. Payment will be made according to Chapter 218, F.S., Local Government Prompt Payment Act., after the items awarded to a Contractor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment terms are Net 30 days after receipt of an acceptable invoice. All invoices must bear the purchase order number. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and all correspondence. The Contractor will be required to submit invoices and reference purchase order numbers on all requests for payment. Invoices shall be mailed directly to: Accounts Payable, 1007 W Main Street, Inverness, FL 34450. A separate invoice must be received for each purchase order number.
32. **PAYMENT BY PURCHASING CARD(S):** The CCSB utilizes Purchasing Cards in many cases to procure products and services or for payment under this solicitation. The Contractor will complete a sales receipt, which includes the following Information: (1) Card number, expiration date, cardholder name, and school/department, (2) Date and amount of purchase, (3) Itemized list of item description, quantity, price, and (4) Contractor's name and identification.
33. **LAWS AND REGULATIONS:** The Respondent shall be responsible to know and apply all applicable federal, state, county, and local laws, and all ordinances, rules, and regulations that in any manner affect the items covered herein. All applicable federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in response to this solicitation and shall govern all claims and disputes which may arise between the Respondents submitting a response to this solicitation and CCSB by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise. Lack of knowledge by the Respondent shall in no way be a cause for relief from responsibility.
34. **INSURANCE, LICENSES, AND PERMITS:** The Contractor shall obtain and pay for all necessary insurance, licenses, and related documents required to comply with the solicitation specifications and maintain same in full force and effect during the term of this contract. Contractor shall also be responsible for obtaining all necessary building permits to be issued and paid for by CCSB, unless otherwise specified in this solicitation. The Contractor shall save and hold harmless the CCSB as a result of any infraction of the aforementioned.

35. **PATENTS, COPYRIGHTS, AND ROYALTIES:** The Contractor, without exception, shall indemnify, defend, and hold harmless The School Board of Citrus County, Florida, and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the CCSB. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception its Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
36. **MARKETING/ADVERTISING:** By submitting or being awarded this solicitation, Contractor agrees not to use the results as a part of any marketing and/or commercial advertising using CCSB's name, logos, etc. without written approval of the CCSB.
37. **FORCE MAJEURE:** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.
- For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
38. **CONTRACTOR PERFORMANCE:** A Vendor Performance Report form will be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the Contractor's history. The report and process will assist CCSB to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of Contractor from future business with CCSB.
39. **TERMINATION / CANCELLATION OF CONTRACT:** CCSB reserves the right to cancel the contract, or any part herein, without cause or penalty. CCSB will notify the Contractor of the intent to terminate, in writing, a minimum thirty (30) days prior to the effective date of termination, and the agreement will officially terminate at the end of the thirty (30) day grace period. Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of and/or obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the agreement.
40. **TERMINATION FOR CAUSE AND CONVENIENCE:** The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the CCSB shall determine that such termination is in the best interest of the District. Any such termination shall be affected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the CCSB shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

A Vendor Performance Report will be issued by the District's Contract Administrator, or designee, to document any unsatisfactory performance by the Contractor including deficiencies or default in the performance of its duties under the awarded contract for any violations to any provisions and/or failure to perform their obligations under this contract in a manner satisfactory to the CCSB as per contract specifications. Contractor shall have ten (10) days to correct any and all deficiencies. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default and a recommendation shall be made to the School Board for immediate cancellation, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the CCSB's sole discretion whether to exercise the right to terminate. Furthermore, the School Board may suspend the Contractor from future bids and business with the CCSB for a specified period of time. Thereafter, the Contractor may request to be placed back on the Active Vendor List.

Failure of the Contractor shall give the CCSB the right to cancel this contract, but waivers of this right, in any instance, shall not prevent the subsequent exercise of this right by the CCSB or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service (Title 32, Section (80.36(i)(1))). Upon cancellation, hereunder the CCSB may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. If said contract should be terminated for cause or convenience as provided herein, the CCSB shall be relieved of all obligations under said

contract. The CCSB shall only be required to pay to the awarded Contractor that amount of the contract actually performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the Contractor. Termination for cause includes terminations under 287.135, F.S. Contractor shall not be found in default for events as defined under Force Majeure. If a contract is terminated for cause or convenience, the CCSB may either resolicit or award the next lowest, most responsive, and responsible Respondent if deemed to be in its best interest.

41. **LIQUIDATED DAMAGES:** Time is an essential element of all contracts and is important that the work be vigorously prosecuted until completion/delivery. The Contractor agrees to the use of Liquidated Damages in the event the Contractor fails to perform in accordance with the provisions herein. On the occasion where the Contractor has been found to be in default of the contract, or any material provision thereof, or fails to remedy any deficiency in performance, CCSB may procure the necessary supplies or services from an alternative source and hold the Contractor financially responsible for any excess costs incurred. The difference between the Bid price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Contractor. A Contractor who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due shall lose eligibility to transact business with the CCSB for a period of one (1) year after the default date. Thereafter, the Contractor may request to be placed back on the Active Vendor List.
42. **BANKRUPTCY/INSOLVENCY:** At the time of Bid submission, Contractor shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If Contractor is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency, or receivership thereafter, CCSB may, at its option, terminate and cancel the Agreement, in which event all rights hereunder shall immediately cease and terminate.
43. **GOVERNING LAW AND VENUE:** All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Citrus County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Ocala Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
44. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
45. **RECORDS RETENTION** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the CCSB makes final payments and all other pending matters are closed.
46. **FERPA:** To the extent Services provided hereunder pertain to the access to student information, Contractor shall adhere to all standards included in Sections 1002.22 and 1002.221, Florida Statutes (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, Contractor, and its officers, employees, agents, and representatives, shall fully indemnify and hold CCSB harmless for any violation of this provision including, but not limited to, defending CCSB and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon CCSB, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon CCSB arising out of the breach of this provision by Contractor, its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this Agreement and shall remain fully binding upon Contractor. A separate Non-Disclosure Agreement may be required.

47. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:** All material submitted becomes the property of the CCSB. If Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Respondent must also simultaneously provide the CCSB with a separate redacted copy of its response. The redacted copy shall contain the CCSB solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to CCSB at the same time the Respondent submits its response to the solicitation and may only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. In compliance with 119.07(1)(e), Florida Statutes, Respondent must "state the basis for the exemption" that he/she "contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute."

The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify CCSB for any and all claims from or relating to the Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

The CCSB will make no effort to verify whether or not the redacted material is exempt from Chapter 119 Florida Statutes. The determination is strictly the responsibility of the Respondent.

If the Respondent fails to submit a Redacted Copy with its response, CCSB is authorized to produce the entire documents, data or records submitted by the Respondent in response to a public records request for these records.

48. **PUBLIC ENTITY CRIME:** Per the provisions of § 287.133 (2) (a), Fla. Stat. "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 on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to 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., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."

49. **HOLD HARMLESS AGREEMENT:** During the term of this agreement the Contractor shall indemnify, hold harmless, and defend the CCSB, its agents, servants and employees from any and all cost and expenses, including but not limited to attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servant and employees, may pay or become obligated to pay on account of any, all or every claim or demand, or assertion of liability, or any claim or actions founded thereon, arising or alleged to have arisen out of the products,

goods or services furnished by the Contractor, his agents, servants or employees, or any of his equipment when such person or equipment are on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, or death of any person, group or organization whether employed by the Contractor or the Board or otherwise.

50. **OSHA:** The Respondent certifies that all material, equipment, etc., contained in the Bid submittal meets all Occupational Safety Hazards Act (OSHA) requirements. The Respondent further certifies that, if he/she is the successful Respondent, and the material, equipment, etc., delivered is subsequently found to be in non-compliance with any OSHA requirements in effect on date of delivery, all cost necessary to bring the material, equipment, etc., into compliance with aforementioned requirements shall be borne by the Respondent. Failure of the Respondent to bring any and all material, equipment, etc., contained in a particular Bid submittal, inconformity with all OSHA requirements, shall constitute default under this agreement.

51. **ASBESTOS STATEMENT:** All material supplied to the CCSB under this Bid must be 100 percent asbestos free unless otherwise specified. Respondent, by virtue of submitting a response to this Bid, certifies by signing Bid submittal that if awarded any portion of this Bid, will supply only material or equipment that is 100 percent asbestos free. No Bid submittal will be considered unless this is agreed to by the Respondent.

52. **SAFETY DATA SHEETS (SDS):** The Respondent(s) must submit a Safety Data Sheet (SDS) with the Bid submittal for all hazardous materials and chemicals or within forty-eight hours upon request from the CCSB. Failure to submit the required SDS may be cause for rejection of the Bid submittal. The SDS shall also be provided with each shipment of each hazardous materials and/or chemical. This information must be provided in compliance with Florida's Right-To-Know law.



53. **FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the CCSB. The CCSB shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement.
54. **ANTI-DISCRIMINATION:** CCSB does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the bases of race, color, religion, gender, pregnancy, national origin, age, disability, marital status, or any other reason prohibited by law.
55. **BIDDING PREFERENCE LAWS:** When tabulating responses for purchases of personal property, if the lowest response is submitted by a Respondent whose principal place of business is located outside the State of Florida and the state or political subdivision thereof where the Respondent's principal place of business is located provides a preference, a preference equal to that granted in the Respondent's home state will be granted to the lowest responsible and responsive Respondent having a principal place of business in the State of Florida. When tabulating responses for purchase of personal property, if the lowest response is submitted by a Respondent whose principal place of business is located outside the State of Florida and the state or political subdivision thereof where the vendor's principal place of business is located does not provide a preference, a preference of 5% will be granted to the lowest responsible and responsive Respondent having a principal place of business in the State of Florida.

Respondents whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, submit a written opinion as required by § 287.084 (2), *Fla. Stat.*, and must submit this opinion with the submitted Bid. Such opinion should permit CCSB's reliance on such attorney's opinion for purposes of complying with § 287.084 (2), *Fla. Stat.* Failure to submit the written opinion with the Bid submittal shall result in submittal being considered "non-responsive" and the submittal be rejected.

56. **FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENT:** All Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered Respondents must have an active status in order to be eligible to do business with CCSB. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit [www.Sunbiz.org](http://www.Sunbiz.org).

For non-Florida businesses, submit documentation from the state in which the business was formed, including their state's document number and a screen shot of their current, date-identified "active" status with Bid submittal.

57. **STATE TERM CONTRACTS:** Following Section 1010.04, F.S., the CCSB hereby notifies interested parties that the purchasing agreements and state term contracts available under Section 287.056, F.S., of the Department of Management Services have been reviewed to determine if they suit the needs of the district and/or provide an economic advantage.
58. **HUMAN TRAFFICKING:** In accordance with Section 787.06, F.S., all nongovernmental entities executing, renewing, or extending a contract with CCSB shall 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 this section. Failure by the Contractor to comply shall be cause for immediate termination of the Contract.
59. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Section 287.135, Florida Statutes, "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 Section 215.4725, Florida Statutes, or is engaged in 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, Florida Statutes, or 2. Is engaged in business operations in Cuba or Syria."

Section 215.473 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 are not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, 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 Sector List, created pursuant to Section 215.473, Florida Statutes, and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The CCSB 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 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 Sector List, or is found to have engaged in business operations with Cuba or Syria. Notwithstanding the preceding, the CCSB 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 CCSB determine that the conditions set for in Section 287.135(4), Florida Statutes, are met.

60. **CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED:** In accordance with section 287.138, F.S., A Contractor submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with CCSB which would grant the Contractor access to an individual's personal identifying information, as defined in section 501.171, F.S., must provide an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Failure by the Contractor to comply shall be cause for immediate termination of the Contract.
61. **PROHIBITION OF GRATUITIES:** By submission of a Bid, Respondent certifies that no employee of CCSB has or shall benefit financially or materially from such Bid or subsequent contract. Any contract issued as a result of this solicitation 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.
62. **SCHOOL SECURITY:** Contractor acknowledges and understands that the goods/services contemplated by this Contract are delivered to or performed on public property owned by the CCSB, which property may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Contractor agrees to the following provisions and agrees that the failure of Contractor to comply with any of these provisions may result in the termination of this contract by CCSB:
- a. **Unauthorized Aliens:** CCSB considers the employment of unauthorized aliens by the Contractor, or any of its subcontractors, a violation of the Immigration and Naturalization Act. Contractor shall screen those working on the project site to ensure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Contractor shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
  - b. **Possession of Firearms:** Possession of firearms will not be tolerated on CCSB property. No person who has a firearm in their vehicle may park their vehicle on CCSB property. Furthermore, no person may possess or bring a firearm on School property. If any employee/independent contractor of the Contractor, or any of its sub-contractors, is found to have brought a firearm on to CCSB property, said employee/independent contractor shall be immediately removed and terminated from the project by the Contractor. If a sub-contractor fails to terminate said employee/independent contractor, the Contractor shall terminate its agreement with the sub-contractor. If the Contractor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the CCSB may terminate this Agreement. "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. Powder actuated construction nailers and fasteners are excluded from this definition.

- c. **Criminal Acts:** Employment on the project by the Contractor, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Contractor agrees to take all steps necessary to remove such person from the project and the property. CCSB shall have the right to terminate this Agreement if the Contractor does not comply with this provision.
  - d. **Possession/Use/Under the Influence of Mind-Altering Substances:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees/independent contractors or its sub-contractors' employees/independent contractors will not be tolerated on CCSB property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on CCSB property, said employee/independent contractor shall be removed and terminated from the project by the Contractor. If a sub-contractor fails to terminate said employee/independent contractor, the Contractor agreement with the sub-contractor for the project shall be terminated. If the Contractor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the CCSB may terminate this Agreement.
  - e. **Contact with Students:** No construction worker, material men, supplier, or anyone involved in any manner shall have direct or indirect contact with students at the school property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from the CCSB. Contractor shall be responsible for ensuring compliance by all subcontractors or other persons involved in any manner with this construction project.
  - f. **Compliance with the Jessica Lunsford Act:** The State of Florida enacted legislation in September 2005 known as The Jessica Lunsford Act. The law requires that all persons or entities entering into contracts with the CCSB who may have personnel who will be at a school facility when students are present, have direct contact with students, or have access to or control of school funds comply with the Level 2 screening requirements of the statute. The required Level 2 screening includes fingerprinting, which must be conducted by the Purchasing Department of the CCSB located at 1007 West Main Street, Inverness, Florida, or other school district included in the Florida Shared School Results database. There will be a cost for each individual processed, which must be paid at the time of processing by the Contractor. The cost may be adjusted annually. Any individual who fails to meet the screening requirements shall not be allowed on school grounds when students are present, shall not have direct contact with students, and shall not have control over school funds. Failure to comply with the screening requirements will be considered a material default of this agreement. Approved Vendors/Contractors will be issued a Citrus County Approved Vendor Badge before being permitted on school grounds.
  - g. To schedule a fingerprinting appointment, contact the Purchasing Department, Megan Davis at 352-726-1931 ext. 2479 or email at [purchasing@citruschools.org](mailto:purchasing@citruschools.org). Additional information and fingerprint data request forms may be obtained on the CCSB's website at [www.citruschools.org](http://www.citruschools.org) under Vendor Information.
63. **DATA CONFIDENTIALITY:** The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of student information and confidential data, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to CCSB, or an individual identified with the data or information in Contractor's custody.
64. **RIGHTS TO DATA:** CCSB is and will remain the owner of all data provided to Contractor by the CCSB pursuant to this Contract. Contractor will not use such data for any purpose other than providing services and support to customer under this Contract, nor will any part of such data be sold, assigned, leased, or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of Contractor. Contractor will not possess or assert any lien or other right against such data.
65. **NON-DISCLOSURE:** Each party is permitted to disclose the other party's Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need-to-know basis only.
66. **DATA TERMINATION:** Contractor agrees that any and all transmission or exchange of system application data with CCSB and/or any other parties shall take place via secure means using current industry approved encryption standards.
67. **DATA SECURITY:** Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g., Microsoft notifications, etc.). In situations where the Contractor will be collecting and/or storing personally identifiable information (PII), protected health information (PHI), financial or other sensitive data, a SOC 2 Type II report shall be made available upon request by CCSB.

68. **DATA STORAGE AND BACKUP:** The Contractor agrees that any and all CCSB data will be stored, processed, and maintained solely on designated servers and that no CCSB data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an CCSB officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the CCSB Chief Information Security Officer for any general or specific case. Contractor agrees to store all CCSB backup data stored as part of its backup and recovery processes in encrypted form.
69. **END OF AGREEMENT DATA HANDLING:** Contractor agrees that upon termination of this Agreement, or future agreement between the parties for similar services and upon request from CCSB, it shall return to CCSB all data provided by to CCSB in a useable electronic form, and erase, destroy, and render unreadable all CCSB data in its entirety in accordance with DoD 5220.22-M in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of CCSB, whichever shall come first.
70. **DATA BREACH:** Contractor agrees to comply with the State of Florida Database Breach Notification Act set forth in Section 501.171, F.S. In the event of a breach described in Section 501.171, F.S. ("Notification Event"), Contractor will notify CCSB immediately and will comply with the requirements of Section 501.171, F.S. assume responsibility for all costs associated with complying with the breach notification and informing all such individuals in accordance with applicable law. Contractor agrees to indemnify, hold harmless and defend CCSB and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
71. **MANDATORY DISCLOSURE OF CONFIDENTIAL INFORMATION:** If either party becomes compelled by law or regulation (including securities laws) to disclose any information which applicable law or this Agreement requires be held confidential, then such party will provide the other party with prompt written notice so that such other party may seek an appropriate protective order or other remedy. If a remedy acceptable to the party whose Confidential Information is at issue is not obtained by the date that the party subject to the disclosure requirement must comply with such requirement, then such party will furnish only that portion of the Confidential Information that it is legally required to furnish, and to the extent allowed by law, such disclosing party shall require any recipient of the Confidential Information to exercise commercially reasonable efforts to keep the information confidential.
72. **REMEDIES FOR DISCLOSURE OF CONFIDENTIAL INFORMATION:** Both parties acknowledge that unauthorized disclosure or use of the Confidential Information may irreparably damage the party whose Confidential Information is disclosed in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the affected party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Each party further grants the other party the right, but not the obligation, to enforce these provisions in its name against any of such party's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
73. **SAFEKEEPING AND SECURITY:** As part of the services provided under this contract, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued by CCSB to Contractor's employees, agents, or subcontractors, if any. Contractor agrees to require its employees to promptly report a lost or stolen access device or information. The Contractor will not knowingly permit any of Contractor's personnel to have access to any CCSB facility, records, or data of CCSB if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five (5) years in order to verify the above. Contractor shall assure that all agreements with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of CCSB.
74. **REQUEST FOR ADDITIONAL PROTECTION:** From time to time, CCSB may reasonably request that Contractor modify or increase its protection of the confidentiality of certain Confidential Information as necessary to ensure that confidentiality is maintained. Such modifications to the methods or manners by which the Confidential Information is

maintained will be mutually agreed upon by the parties in a written amendment to this Agreement. Contractor shall not unreasonably decline CCSB' request.

**75. NOTICE OF PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS:** Pursuant to Section 1010.04, F.S., CCSB may not:

- a. Request documentation of or consider a vendor's social, political, or ideological interests.
- b. Give preference to a vendor based on the vendor's social, political, or ideological interests.

**76. NOTICE:** Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with provisions of this paragraph. For the present, the Contractor designates the address set forth on the first page of this solicitation as its place for receiving notice, and CCSB designates the following address for such notice:

**The School Board of Citrus County, Florida**  
Attention: Purchasing Department  
1007 West Main Street, Building 200  
Inverness, FL 34450  
Telephone: (352) 726-1931  
Email: [purchasing@citruschools.org](mailto:purchasing@citruschools.org)

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

**78. DEBARMENT AND SUSPENSION:** In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed as excluded or suspended parties on the System for Award Management (SAM) issued by the General Services Administration (GSA).

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

- a. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

**80. FEDERAL DRUG FREE WORKPLACE:** Contractor agrees to comply with the drug-free workplace requirements of federal contractors pursuant to 41 U.S.C.A. § 8102.

**81. E-VERIFY:** Every contractor and subcontractor desiring to enter into a contract with the CCSB shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

- a. Contractor must provide evidence of compliance with Executive Order 11-116, and Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- b. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- c. Contractor shall provide a copy of sub-contractor affidavit to the CCSB upon receipt and shall maintain a copy for the duration of the Agreement.

- d. Failure to comply with this provision is a material breach of an Agreement, and CCSB may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with CCSB securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
- e. For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration during the term of this Agreement.

**83. FEDERAL FUNDING:** Federal Funding Contract Provisions/Clauses (200.326) apply to all contracts using Federal Funds as a source for the purchase of goods and services. The Respondent(s) awarded must not take exception to any part of these regulations. These provisions are covered under the Federal Award Provisions section of this solicitation. Any purchase made under this awarded contract, using Federal funds, may require additional certification forms completed and signed by the awarded Respondent(s). Purchase Order(s) will not be issued until/unless all required forms are received by the District and all Federal provisions have been met (as applicable).

**84. PUBLIC RECORDS:**

**PUBLIC RECORDS NOTICE**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE PUBLIC INFORMATION AND COMMUNICATIONS OFFICER, EMAIL ADDRESS: [BLAIRL@CITRUSSCHOOLS.ORG](mailto:BLAIRL@CITRUSSCHOOLS.ORG) AND [PUBRICORDS@CITRUSSCHOOLS.ORG](mailto:PUBRICORDS@CITRUSSCHOOLS.ORG); TELEPHONE NUMBER: 352-726-1931 ext. 2211; ADDRESS: 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.**

Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the CCSB to perform the service.
- b. Upon request from the CCSB's custodian of public records, provide the CCSB 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 the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the CCSB.
- d. Upon completion of the contract, transfer, at no cost, to the CCSB all public records in possession of Contractor or keep and maintain public records required by the CCSB to perform the service. If Contractor transfers all public records to the CCSB upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CCSB, upon request of the CCSB's custodian of public records, in a format that is compatible with the information technology systems of the CCSB.
- e. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the CCSB.



## FEDERAL AWARD PROVISIONS

The following contract provisions for non-Federal entity contracts under Federal award are an extension of the General Terms and Conditions herein and failure by Respondent to comply with these provisions, as applicable, is cause for rejection of a bid submittal.

**APPENDIX II TO 2 CFR PART 200:** All contracts made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

1. **EQUAL EMPLOYMENT OPPORTUNITY** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by the District and their Contractors or sub grantees).
2. **DAVIS-BACON ACT** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to construction contracts in excess of \$2,000 awarded by the district and sub grantees when required by Federal grant program legislation).
3. **COPELAND "ANTI-KICKBACK" ACT** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and sub grants for construction or repair).
4. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and sub grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).
5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and sub grants of amounts in excess of \$150,000).
7. **BYRD ANTI-LOBBYING AMENDMENT:** Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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. (Applicable to contracts greater than or equal to \$100,000).
8. **PROCUREMENT OF RECOVERED MATERIALS** (2 CFR 200.322): 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 time 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.

9. **DEBARMENT AND SUSPENSION:** Debarment and suspension are addressed under General Terms and Conditions, paragraphs 78 and 79.
10. **REMEDIES FOR VIOLATION OR BREACH OF CONTRACT:** Remedies for violation or breach of contract are addressed under General Terms and Conditions, paragraph 40.
11. **TERMINATION FOR CAUSE AND CONVENIENCE:** Termination for cause and for convenience are addressed under General Terms and Conditions, paragraph 40.

**FEDERAL PROGRAM REQUIREMENTS – USDA:** In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, the following provisions are required by the United States Department of Agriculture (“USDA”) when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

12. **RECORDS RETENTION** (34 CFR 80.36(i)(11)): Provisions for records retention are addressed under General Terms and Conditions, paragraph 45.
13. **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.
14. **BUY AMERICAN** (7 CFR PART 210.21 (d)): Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1988(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” mean 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 (7CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meal programs.
15. Before supplying any non-domestic products, successful Respondent must request approval for exceptions to the Buy American Provision by providing the following documentation to the CCSB: Written request for consideration on the use of a domestic alternative when competition reveals the cost of domestic is significantly higher than non-domestic food and; Written request for use of non-domestic alternative due to domestic food not being produced or manufactured in sufficient and reasonable quantities.
16. **ENERGY EFFICIENTY / CONSERVATION** (42 U.S.C. 6201): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
17. **DISCOUNTS, REBATES & CREDITS** (7 CFR Part 210.21 (f)(i)): The awarded Respondent shall disclose all discounts, rebates, allowances, and incentives received by the company from its suppliers. If the company received a discount, rebate, allowance, or incentive from any supplier, the company must disclose and return to the CCSB the full amount of the discount or applicable credit that is received based on the purchase made on behalf of the CCSB.

**FEDERAL PROGRAM REQUIREMENTS - FEMA:** In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, the following provisions are required by the Federal Emergency Management Agency (“FEMA”) when federal funds are expended to make purchases from this solicitation by the District or for any contracts resulting from this procurement process.

18. **ACCESS TO RECORDS** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the CCSB, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific Bid for the purpose of making audit, examination, excerpts, and transcriptions.



19. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination.
20. **DHS SEAL, LOGO, AND FLAGS:** The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
21. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
22. **NO OBLIGATION BY FEDERAL GOVERNMENT:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
23. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

## **SECTION 5 – ATTACHMENTS**

---

The following Attachments must be completed and returned with your quote submittal:

- A-1** QUOTE ACKNOWLEDGEMENT FORM
- A-2** QUOTE PRICE FORM
- A-3** RESPONDENT'S STATEMENT OF EXPERIENCE AND QUALIFICATIONS
- A-4** CONFLICT OF INTEREST
- A-5** DRUG FREE WORKPLACE CERTIFICATION FORM
- A-6** CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- A-7** CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL STATEMENT
- A-8** STATE OF FLORIDA AFFIDAVIT REGARDING USE OF COERCION FOR LABOR AND SERVICES

## A-1 QUOTE ACKNOWLEDGEMENT FORM

**Solicitation No.:** 2027-04-RFQ Fire Sprinkler Systems Inspections, Testing, and Repair Services

**THE FOLLOWING MUST BE COMPLETED AND SIGNED BY AN OFFICER OR EMPLOYEE HAVING AUTHORITY TO BIND THE RESPONDENT AND RETURNED AS PART OF YOUR RESPONSE.** The signing of this acknowledgement form certifies that I have read and agree to abide by this solicitation's instructions, terms, conditions, specifications, attachments, addenda, and/or any other pertinent documents as determined by CCSB which are incorporated by this reference into your response and made a part of any contract awarded as a result of this solicitation. This form and the accompanying documents constitute a firm offer from the Respondent.

**Legal Company Name:** \_\_\_\_\_  
(as registered on Sunbiz.org)

**FEIN:** \_\_\_\_\_ **E-Verify Number** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name & Title of Above:** \_\_\_\_\_

**PURCHASING CARDS:** District personnel may choose to use a Visa Purchasing Card in place of a purchase order to make purchases from this Bid. Unless exception to this condition is checked below, the Respondent, by submitting a Bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card. Refusal to accept this condition may cause your Bid to be declared non-responsive.

☐ **I do not accept the above condition**

**ADDENDA ACKNOWLEDGEMENT:** Respondent is advised prior to submission of a Bid to check VendorLink for any Addenda that may have been issued. **By signing of this form, Respondent certifies receipt and acknowledgement of the following addenda, as released by Purchasing:**

**Addendum No. 1** Dated: \_\_\_\_\_

**Addendum No. 2** Dated: \_\_\_\_\_

**Addendum No. 3** Dated: \_\_\_\_\_

**Addendum No. 4** Dated: \_\_\_\_\_

**STATEMENT OF NO BID:** I hereby submit this as a "NO BID" for the reason(s) checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient time to respond                      | <input type="checkbox"/> Could not meet Insurance requirements                  |
| <input type="checkbox"/> Addenda were received too late to respond         | <input type="checkbox"/> Could not meet bonding requirements                    |
| <input type="checkbox"/> Could not meet specifications                     | <input type="checkbox"/> We do not offer the product or service requested       |
| <input type="checkbox"/> Specifications were unclear or restrictive        | <input type="checkbox"/> Our schedule will not permit us to respond             |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive    | <input type="checkbox"/> We do not bid directly                                 |
| <input type="checkbox"/> Keep our company on this bid list for future bids | <input type="checkbox"/> Remove our company name from this list for future bids |
| <input type="checkbox"/> Other: _____                                      |   |

*A Statement of No Bid may be returned via email to the Procurement Contact listed for this solicitation.*

**SUBMITTAL CHECKLIST:** Please use this checklist to make sure you have enclosed all **Required** documents before submitting your quote. Failure to submit all the required documentation may render your quote non-responsive.

**NOTE: The list below may not be inclusive of all requirements.**

**Attachments:**

- ☐ A-1 Quote Acknowledgement Form
- ☐ A-2 Quote Price Form (Printed and Signed by Respondent)
- ☐ A-2 Quote Price Form (in Electronic Excel Format)
- ☐ A-3 Respondent's Statement of Experience and Qualifications
- ☐ A-4 Conflict of Interest Form
- ☐ A-5 Drug Free Workplace Certification Form
- ☐ A-6 Debarment Certification
- ☐ A-7 Confidential, Proprietary, or Trade Secret Material Statement
- ☐ A-8 Affidavit Regarding Use of Coercion for Labor and Services (Human Trafficking)

**Additional Required Documents:**

- ☐ Copy of current State Fire Protection System Contractor I or II license and any other applicable licenses and certifications, etc.
- ☐ Copy of Business Tax Receipt (*if applicable*)
- ☐ A Florida Corporation, a screenshot of "ACTIVE" status through [www.sunbiz.org](http://www.sunbiz.org).
- ☐ Proof of Insurability
- ☐ Completed [W-9 Request for Taxpayer Identification Number and Certification Form](#)

## **A-2 QUOTE PRICE FORM**

### **PART 1:**

Respondents shall complete the requested pricing on the Excel spreadsheet posted as a separate file on [www.myvendorlink.com](http://www.myvendorlink.com). A printed version, signed by an individual of the proposing firm that has the ability to bind the proposing firm, must be signed and included in the submittal.

### **PART 2:**

#### **Warranty Information:**

Labor/Workmanship	_____	<b>Year(s)</b>	<b>OR</b>	_____	<b>Day(s)</b>
Equipment, Parts, Materials – Standard (1) One Year	_____	<b>Yes</b>		_____	<b>No</b>

If No, Please Explain:

---

---

**Special Payment Plan Option:** CCSB is requesting to pay the total annual cost for all site inspections (excluding the 5-year) in four equal quarterly installments (every 3 months) for the term of the contract. Please mark below to indicate Respondent's agreement or non-agreement to this request.

Agree \_\_\_\_\_ Does Not Agree \_\_\_\_\_

\_\_\_\_\_  
**Company Name (typed)**

\_\_\_\_\_  
**Name (typed)**

\_\_\_\_\_  
**Signature of Authorized Agent (typed)**

\_\_\_\_\_  
**Date**

## A-3 RESPONDENT'S STATEMENT OF EXPERIENCE AND QUALIFICATIONS

### BUSINESS OPERATIONS:

Years in business under present name: \_\_\_\_\_ Years performing work specialty: \_\_\_\_\_

Number of permanent, full-time employees: \_\_\_\_\_ Percentage (%) of work performed by own forces: \_\_\_\_\_

Years of past experience with CCSB: \_\_\_\_\_

If company is not located in Citrus County, where are employees and equipment dispatched from?

---

---

List applicable Licenses/Certifications/Memberships currently valid and in force (**attach copies**):

---

---

Does Respondent have the ability and experience to successfully perform all services as described? ☐ Yes ☐ No

If the answer to any of the following questions is "Yes", Respondent shall describe fully the circumstances, reasons therefore, the status, and ultimate disposition of each matter that is the subject of inquiry and attach as a separate page to this document.

- Has Respondent been declared in default of any contract? ☐ Yes ☐ No
- Has Respondent forfeited any payment of performance bond issued by a surety company on any contract? ☐ Yes ☐ No
- Within the past three (3) years, has Respondent filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐ Yes ☐ No
- Is Respondent now the subject of any litigation in which an adverse decision might result in a material change in the Respondent's financial position or future viability? ☐ Yes ☐ No
- Is Respondent currently involved in any state of a fact finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐ Yes ☐ No

**REFERENCES:** Respondent **must** provide at least three commercial or governmental references from agencies which Respondent has provided goods or services, in the past two (2) years, for projects similar in scope or size to the services being performed under this contract. It is **preferred** that at least one reference be a public school system. (Attach additional sheets if needed).

**Reference #1** Company/Organization Name: \_\_\_\_\_

Contact Name / Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Dates: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_

Scope of Work Performed: \_\_\_\_\_

---

---

## A-3 CONTINUED...

**Reference #2** Company/Organization Name: \_\_\_\_\_

Contact Name / Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Dates: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_

Scope of Work Performed: \_\_\_\_\_

\_\_\_\_\_

**Reference #3** Company/Organization Name: \_\_\_\_\_

Contact Name / Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Dates: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_

Scope of Work Performed: \_\_\_\_\_

\_\_\_\_\_

**CONTACT INFORMATION:** Provide the following information for the representative assigned to this contract.

**Primary Contact Representative:** Representative will assist with contract management and the overall coordination of services to include but not limited to quoting projects, resolving issues with invoices, etc.

Name / Title: \_\_\_\_\_ Cell #: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

**Emergency ("24-hour") Contact Representative** (if different than above):

Name / Title: \_\_\_\_\_ Cell #: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

**Additional Representatives & Responsibilities** (if applicable):

Name / Title: \_\_\_\_\_ Cell #: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Service Responsibilities: \_\_\_\_\_

Name / Title: \_\_\_\_\_ Cell #: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Service Responsibilities: \_\_\_\_\_

Name / Title: \_\_\_\_\_ Cell #: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Service Responsibilities: \_\_\_\_\_

X

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## A-4 CONFLICT OF INTEREST

Respondent must execute either Section I or Section II hereunder relative to Florida State Statute 112. Failure to execute either section may result in rejection of your bid/proposal. All Respondent's must disclose, with their bid/proposal, the name of any officer, director, or agent who is also an employee of The School Board of Citrus County, Florida ("CCSB"). Further, all Proposers must disclose the name of any CCSB employee(s) who own directly, or indirectly, an interest in the Proposer or any of its branches or subsidiaries.

### SECTION I

I hereby certify that no official or employee of the CCSB requiring the goods or services described in these specifications, has a material financial interest in this company.

_____ Signature of Officer/Agent Authorized	_____ Company Name
_____ Print Name	_____ Business Address
_____ Date	_____ City, State, Zip Code

### SECTION II

I hereby certify that the following named CCSB official(s) and/or employee(s) having material financial interest(s) in this company.  
*(Please use separate sheet(s) if needed)*

_____ Name	_____ Title or Position
_____ Name	_____ Title or Position
_____ Signature of Officer/Agent Authorized	_____ Company Name
_____ Print Name	_____ Business Address
_____ Date	_____ City, State, Zip Code



## A-5 DRUG FREE WORKPLACE CERTIFICATION FORM

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

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

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

---

Signature

---

Title

---

Print Name

---

Date

## **A-6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

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

**\*\*\*\*\* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW \*\*\*\*\***

(1) The prospective lower tier participant certifies, by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

---

Name of Potential Contractor

---

Name and Title of Authorized Representative

X

---

Signature of Authorized Representative

---

Date

### **INSTRUCTIONS FOR DEBARMENT CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**A-7 CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL STATEMENT**

The School Board of Citrus County, Florida (“CCSB”) takes its public records responsibilities as provided under Chapter 119 Florida Statutes and Article 1, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Respondent must also simultaneously provide the CCSB with a separate redacted copy of its response. The redacted copy shall contain the CCSB solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy shall be provided to CCSB at the same time the Respondent submits its response to the solicitation and may only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. In compliance with 119.07(1)l, Florida Statutes, Respondent must “state the basis for the exemption” that he/she “contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute.”

The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify CCSB for any and all claims from or relating to the Respondent’s determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

The CCSB will make no effort to verify whether or not the redacted material is exempt from Chapter 119 Florida Statutes. The determination is strictly the responsibility of the Respondent.

If the Respondent fails to submit a Redacted Copy with its response, CCSB is authorized to produce the entire documents, data or records submitted by the Respondent in response to a public records request for these records.

I have read and understand my responsibilities regarding any purported confidential, proprietary or trade secret material contained in this solicitation.

**After reading the above statement, please initial beside the appropriate statement below:**

\_\_\_\_\_ I have not included a redacted copy of our response.

\_\_\_\_\_ I have included a redacted copy of our response along with this original.

\_\_\_\_\_  
**Signature of Owner or Authorized Officer/Agent**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

## **A-8 STATE OF FLORIDA AFFIDAVIT REGARDING USE OF COERCION FOR LABOR AND SERVICES**

Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's  
Authorized  
Representative  
Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Florida Statute §787.06(14) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by a officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The School Board of Citrus County, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- 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 towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- 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, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

**Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.**

Signature: \_\_\_\_\_  
(Authorized Signature)

Print Name  
and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **SECTION 6 – EXHIBITS**

---

The following Exhibits are released and incorporated herein as part of this solicitation.

**E-1** SEALED BID LABEL

**E-2** WORK REQUEST AND ESTIMATE FORM

**E-3** SITE LIST AND INSPECTION SCHEDULE

## E-1 SEALED QUOTE LABEL/COVER SHEET

The label provided below, with all appropriate information completed, should be used for the proper processing of the RFQ submittal. Affix this label to the outside of your sealed quote envelope/package or use it as the cover sheet when submitting electronically to identify it as a "Sealed Quote". Be sure to include the name and address of the company submitting the quote where requested.

### **SEALED QUOTE · DO NOT OPEN**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Name/  
Phone Number \_\_\_\_\_

**DELIVERY TO:**           The School Board of Citrus County, Florida  
                                  C/O Purchasing Department  
                                  **BUILDING 200**  
                                  1007 W Main Street  
                                  Inverness, FL 34450-4625

**Solicitation No.:** 2027-04-RFQ

**Solicitation Title:** Fire Sprinkler Systems Inspections, Testing, and Repair Services

**Solicitation Due Date & Time (EST):** Tuesday, July 14, 2026 @ 2:00 PM

## WORK REQUEST AND ESTIMATE FORM

SECTION A: WORK REQUEST (TO BE COMPLETED BY CCSB)	
<b>SCHOOL NAME:</b>	
<b>CCSB PROJECT MANAGER/S:</b>	
<b>WORK SCHEDULE:</b>	
<b>SCOPE OF WORK:</b>	

SECTION B: WORK ESTIMATE (TO BE COMPLETED BY CONTRACTOR)
--

### LABOR

DESCRIPTION	QTY	UOM	RATE	TOTAL PRICE
<b>TOTAL</b>				\$

### LIST MATERIALS PERCENTAGE MARK-UP (not to exceed 10%)

DESCRIPTION	QTY	UOM	UNIT PRICE	% MARK-UP	TOTAL PRICE
<b>TOTAL</b>					\$

**TOTAL PROJECT COST \$ \_\_\_\_\_ (NOT TO EXCEED)**

**Work will be started within \_\_\_\_\_ calendar days and completed within \_\_\_\_\_ calendar days from date of receipt of Purchase Order.**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (Printed)

## E-3 SITE LIST AND INSPECTION SCHEDULE

Location		# of Systems/ Risers	Quarterly Inspections	Annual Inspection	5-year Inspections-July				
					2026	2027	2028	2029	2030
1	<b>Central Ridge Elementary</b> 185 West Citrus Springs Boulevard Citrus Springs, FL 34434	3 wet	<b>SEPTEMBER DECEMBER MARCH</b>	<b>JUNE</b>	X				
2	<b>Citrus High</b> 600 West Highland Boulevard Inverness, FL 34452	1 wet				X			
3	<b>Citrus Springs Middle</b> 150 West Citrus Springs Boulevard Citrus Springs, FL 34434	1 wet				X			
4	<b>Crystal River High</b> 3195 Crystal River High Drive Crystal River, FL 34428	11 wet					X		
5	<b>Crystal River Middle</b> 344 Northeast Crystal Street Crystal River, FL 34428	1 wet					X		
6	<b>Crystal River Primary</b> 8624 West Crystal Street Crystal River, FL 34428	3 wet					X		
7	<b>Floral City Elementary</b> 8457 E Marvin Street Floral City, FL 34436	1 wet							X
8	<b>Forest Ridge Elementary</b> 2927 North Forest Ridge Boulevard Hernando, FL 34442	4 wet					X		
9	<b>Lecanto Bus Garage &amp; Portables</b> 2950 South Panther Pride Dive Lecanto, FL 34461	1 dry			X				
10	<b>Lecanto High</b> 3810 West Educational Path Lecanto, FL 34461	1 wet			X				
11	<b>Lecanto High-Curtis Peterson Auditorium</b> 3810 West Educational Path Lecanto, FL 34461	1 wet			X				
12	<b>Pleasant Grove Elementary</b> 630 Pleasant Grove Road Inverness, FL 34452	3 wet				X			
13	<b>Renaissance Center</b> 3630 West Educational Path Lecanto, FL 34461	1 wet			X				
14	<b>Rock Crusher Elementary</b> 814 South Rock Crusher Road Homosassa, FL 34448	1 wet				X			

(schedule tentative and subject to change)

**NOTE:** Additional sites may be added and/or deleted from this listing through the initial contract period and subsequent renewal periods.