PINELLAS COUNTY SCHOOLS
GENERAL TERMS AND CONDITIONS
Revised 10-01-2026

1. PREPARATION OF BIDS:

a) ***Bidder's Liability:*** Bidder's liability shall mean that bidders are fully responsible for understanding all aspects of a bid before submitting it. If a bidder fails to do their due diligence and makes errors, they cannot use their oversight as a reason to alter the contract or receive more money. Ultimately, the risk of any negligence or failure to meet the requirements of the bid documents falls on the contractor. Bidders must carefully review all documents, including general conditions, special conditions, requirements, and instructions. This includes visiting all relevant site locations to become familiar with the conditions. If a bidder is negligent in their examination and later discovers an issue, they cannot demand additional payment for the extra work. The bid price is a firm obligation to perform the work according to the contract's terms. Failing to follow instructions when completing the bid response is grounds for rejection. Any bid that does not conform to the essential requirements will be rejected.

b) ***Submittal of Bids:*** Bids shall be submitted as Electronic Responses via the District e-Procurement Portal: https://procurement.opengov.com/portal/PCSB

c) ***Receipt of Bids:*** It is the responsibility of the Bidder(s) to assure that the bid is uploaded in OpenGov prior to the opening date and time specified. Any bid received after the opening date and time will be rejected regardless of the circumstances.

d) ***Forms*****:** All bids must be submitted on and comply with the bid forms provided. If additional space is required, the bidder may submit an attachment which will become part of the bid response.

e) ***Bid Prices*****:** Prices are to be submitted in accordance with the quantities required. 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.

f) ***Freight Terms:*** All items are to be bid FOB Destination freight charges included in the bid pricing. Any exceptions to these freight terms taken by the bidder must be clearly stated in the bidder's proposal and may be grounds for rejection. The purchasing department will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the bidder's price proposal.

g) ***Item Specifications*****:** Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done without express knowledge or intent to exclude other manufacturers' products from consideration.

   i) Any item bid as an alternative which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration, and be grounds for rejection.

   ii) If the bidder does not clearly state in their bid proposal that an item proposed is an alternate to that specified, the bidder must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.

h) ***Product Certification*****:** When product certification is requested, the bidder must submit a signed, notarized affidavit along with their bid attesting that the item meets all specifications requested.

2. INQUIRIES/INFORMATION:

Any questions by prospective bidders concerning requirements of this bid should be directed through the project page on the District's OpenGov procurement portal no later than the deadline for question and clarifications listed in the Solicitation. The buyer will assist vendors and answer questions to the best of his or her ability. Questions of a technical nature may be referred to other individuals by the buyer for an appropriate response as deemed necessary.

Go to https://procurement.opengov.com/portal/PCSB to obtain:

- A copy of a bid packet for a contract or project currently out for bid and any associated addenda (This is a secured site and you must be registered OpenGov to access these documents.)

Go to https://www.pcsb.org/departments/finance/purchasing to obtain:

- The last price paid for an item(s) currently out for bid (when applicable);
- Historical bid results;
- A listing of bids scheduled for award at the next School Board meeting;
- Historical bid award information;
- A copy of a W-9 Form;
- A listing of departmental personnel, with job titles, phone numbers and e-mail addresses;
- A listing of buyers and their commodity assignments.
- A listing of pre-bid conference attendees.

3. ACCEPTANCE AND WITHDRAWAL OF BIDS:
A bid (or amendment thereto) will not be accepted by the purchasing department after the time and date specified for the bid opening, nor may a bid (or amendment thereto) which has already been opened in public be withdrawn by the bidder for a period of sixty (60) calendar days after the bid opening date and time, unless authorized by the purchasing department. By written request to the purchasing department, the bidder may withdraw from the bid process and ask to have their sealed bid proposal returned at any time prior to the closing date and time for the receipt of bid proposals.

4. AMENDMENT & CANCELLATION:
The purchasing department reserves the right to cancel, recall and/or reissue all, or any part, of a bid or request for proposal, at any time.

5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES:
The district expressly prohibits bidders from making any offer of employment or any other offering of value to any employee of the district who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of a solicitation or contract with the district.

6. QUALIFICATIONS OF BIDDER:
Bids or Proposals submitted 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 by the District. The bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The purchasing department expressly reserves the right to reject any bid proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the bidder, compared to work proposed, justifies such rejection.

7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION:
Student record information may be provided to vendors to enable them to respond to a sealed bid invitation or to a request for proposals, or to perform under a contract already awarded to them. Vendors are hereby notified that any such student record information must be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to 34 C.F.R. Part 99 and section 1002.221, F.S. Failure to comply with this directive could result in civil liability.

8. NON COLLUSION:
By affixing its signature to a bid or proposal, the bidder certifies that its bid 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.

9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY BIDDER:
The district reserves the right to retain all copies of bidders' proposals and associated documentation submitted. Under Chapter 119, F.S., (Florida's Public Records Law) sealed bids or proposals received by the district pursuant to invitations to bid or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or until 30 days after the bid or proposal opening, whichever is earlier. If a vendor feels that public scrutiny of certain information contained in its bid proposal could be detrimental to its business, the vendor should identify the specific information in question and site the governing statute and section which exempts such material from public scrutiny. A general statement to hold its entire proposal in confidence will not be honored. If the information in question does not qualify for an exemption under Chapter 119, F.S., the vendor will have the option of withdrawing its request for confidentiality or withdrawing its entire bid proposal.

10. SUBCONTRACTING:
The bidder must disclose and describe in their bid proposal, all responsibilities that the bidder anticipates assigning or subcontracting, identify all the subcontractors and also describe how the bidder will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

11. INTELLECTUAL PROPERTIES:
Any discovery, invention or work product produced under this contract shall be the sole and exclusive property of the District. The bidder/proposer surrenders any and all claims of any kind, type or nature, including but not limited to patent rights, copyrights and rights in data, developed under this contract.

12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

Per the provisions of 287.133 F.S. "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 Florida Statute 287.017 for **CATEGORY 2** for a period of 36 months from the date of being placed on the convicted vendor list".

13. PROPOSAL PREPARATION COSTS:
The costs to develop the bid proposal are entirely the responsibility of the bidder and shall not be charged in any manner to the District. This includes, but is not limited to, the direct cost of the bidder's personnel assigned to prepare the response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the bidder in preparing their bid/proposal.

14. VARIANCE TO BID DOCUMENTS:
For the purpose of bid evaluation, bidder/proposers must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the bidders' proposal, it shall be construed that the bid proposal submitted fully complies in every respect with the bid documents.

15. ADDENDA TO BIDS IN PROCESS:
Interpretations of the bid, clarification of bid specifications and requirements or changes to the bid which have a *material effect* will be documented and communicated to bidders **only by written addenda**. Verbal responses to bidders' questions do not constitute an *official response* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your bid proposal.

16. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:
The purchasing department reserves the right to reject all bids and purchase from State contracts or FDOE contracts if it is in the best interests of the district.

17. SAFETY REQUIREMENTS:
All bid items must comply with applicable safety standards set by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this bid. Contractor/Bidder shall ensure that its employees and agents comply with all applicable state laws and regulations regarding safety and security, including rules relating to the physical security of District sites. All electrically operated equipment shall be UL rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.

18. MATERIAL SAFETY DATA SHEETS:
The District requires that two (2) copies of all APPLICABLE Material Safety Data Sheet be furnished upon the initial purchase of any chemical or toxic substance or equipment which uses same. One (1) copy shall accompany the product shipment and the other copy must be sent to: Pinellas County School Board Risk Management Department, Attention Safety & Loss Coordinator, 301 Fourth Street S.W., Largo, FL. 33770-3536.

19. PURCHASE OF MATERIALS WITH RECYCLED CONTENT:
The Purchasing Department may seek alternative bids, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.

20. MANUFACTURER'S CERTIFICATION:
The Purchasing Department reserves the right to request a separate letter from the manufacturer of the products bid certifying that all statements and claims made in the bid proposal are true, and that all products bid meet or exceed the specifications stated in the bid documents.

21. BID QUANTITIES:
Quantities listed in the bid are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this bid. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.

22. METHODS OF AWARD:

a) ***"By line Item"***: Each line item in the bid will be awarded individually to the lowest responsive and responsible bidder.
b) ***"All or None by Group, Section or Category"***: The bid will be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible bidder in total. Bidders are required to bid all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After bids are opened and tabulated, the purchasing department reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, if it is in the best interests of the district.
c) ***"All or None"*** in total.
d) ***"Primary & Secondary Suppliers or Contractors".*** The bid is awarded to both a **Primary** and a **Secondary** supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the **Primary** supplier or contractor cannot perform in accordance with the district's needs, the district reserves the right to use the **Secondary** supplier or contractor at its sole discretion. The **Primary** and a **Secondary** suppliers or contractors are defined as the two lowest Responsive and Responsible bidders.
e) ***"Rotating Short List of Contractors".*** The bid is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the bid documents. The district will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.

23. DELIVERY LEAD TIME:
Each bidder shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Bid Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this bid. If a finite number of days has been specified for delivery or project completion, this deadline must be met. If a finite number of days has not been specified in the bid and the bidder has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

24. TAXES:
District purchases are exempt from all State sales tax and most Federal excise taxes.

25. 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 the contract shall terminate on the last day of the current fiscal period without penalty or expense to the district.

26. BID SAMPLES:
The bidder shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to: performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the bidder when said request is submitted with the bid. Unused samples will be returned at the bidder's risk and expense. The successful bidders' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the bid in accordance with the instructions outlined therein.

27. TIE BIDS:

a) Preference will be given to a Florida resident vendor over an out-of-state vendor.
b) If all vendors are Florida residents, a Pinellas County vendor will receive preference; if there is no Pinellas County vendor, preference will be given to the one closest to the Pinellas County Schools Administration Building, based upon mileage data provided by online map search.
c) If all vendors reside out-of-state or all reside within Pinellas County, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with section 287.087, F.S. To receive preference, a signed certification of compliance must be submitted with the bid response.
d) If all bids, or no bids include a certificate of compliance, the tie will be broken by a coin flip in the presence of witnesses, and documented.

28. ERRORS AND OMISSIONS:
In the event a clerical error or obvious omission is discovered in a bidder's proposal, either by the purchasing department or the bidder, the bidder may have the opportunity of withdrawing their bid, provided they can produce

sufficient evidence to document that the error or omission was clerical in nature and unintentional. Copies of working papers, calculations, etc., may be requested at the purchasing department's discretion, to support the validity of such a request. A bidder will not be allowed to change any information contained in its bid proposal; however, in the event of a minor omission or oversight on the part of the bidder, the purchasing department (or "designee") may request written clarification from a bidder in order to confirm the district's interpretation of the bidder's response and to preclude the rejection of its bid, either in part or in whole. The purchasing department will have the authority to weigh the severity of the infraction and determine its acceptability.

29. BASIS OF AWARD OF BIDS:

When price and specification compliance are the primary criteria for making the vendor selection, the Director of Purchasing will recommend the lowest responsive and responsible bidder(s) to the Board. A "Responsive" Bidder is defined as one whose bid or proposal is in substantial conformance with the material requirements of the bid. A Bidder who substitutes its standard terms and conditions for the districts, or who qualifies its bid in such a manner as to nullify or limit its liability to the district may be considered non-responsive. A "Responsible" bidder is defined as one who is able to perform and satisfactorily fulfill the requirements described in the invitation to bid or request for proposal. The district may apply all, or any part of the following criteria to measure a Bidder's degree of responsibility.

- Size of firm
- District's past experience with firm
- Financial status of firm
- Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- Bonding capacity
- Reputation of firm among its peers
- Customer references
- Service after the sale
- Facilities and reserve facilities
- Location of firm
- Location of service facilities
- Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the Director of Purchasing will then recommend the vendor receiving the highest point score to the Board. With Requests for Proposals, where a point and ranking system is used to make the vendor selection, the Director of Purchasing will recommend the vendor ranked best to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest. The Director of Purchasing shall be solely responsible for determining the acceptability of a bid.

30. REJECTION OF BIDS:

A bid may be rejected by the purchasing department if it is non-responsive or the bidder is determined to be not responsible. The Board reserves the right to reject any or all bids received, but not for arbitrary or capricious reasons.

31. NOTICE OF INTENT TO AWARD BIDS:

Once bids are evaluated and a recommendation for award is received by the purchasing department, a *Notice of Intent to Award* will be posted on the purchasing website https://www.pcsb.org/departments/finance/purchasing. The recommendation for award is not official until this notice is posted. Intent to Award Notices are normally posted on or about seven (7) days preceding the Board meeting when the bid is scheduled for award. See the *"Timeline"* section of the Special Conditions for specific information. Occasionally a supplemental posting may occur after the regular posting if it is essential to include the bid on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month.

32. BID PROTEST:

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57, F.S. Copies of this procedure are included in the bid document and are also available at https://www.pcsb.org/departments/finance/purchasing/notice-of-intent-to-award or from the purchasing department at the Largo Administration Building Office, 301 4th Street S.W., Largo, FL 33770-3536. Any person who files an action protesting the bid specifications or a decision or intended decision pertaining to this bid pursuant to section 120.57 F.S., shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the Pinellas County School District in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than $500 nor more than $5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent

appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

33. NOTIFICATION OF BID AWARD:
After the Board awards a bid, the purchasing department will issue an official award letter, a purchase order, or both, which will authorize the bidder to commence delivering materials or providing services.

34. AUTHORIZATION TO PERFORM UNDER A CONTRACT:
All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

35. PRESS RELEASES AND PUBLICITY:
No announcements or news releases pertaining to the bidder's participation in this bid or the award of this contract shall be made by the bidder, its representatives or agents without authorization from the Purchasing Department.

36. POINT OF CONTACT:
The District will consider the selected bidder(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

37. ASSIGNMENT OF CONTRACT:
The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the District.

38. LICENSES AND PERMITS:
The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the bid specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.

39. CONDITION OF ITEMS:
Unless otherwise specified in the **Solicitation documents**, all items requested must be ***new,*** the **latest model manufactured**, **first quality, carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the Solicitation. Bids for *"used, remanufactured* or *reconditioned"* equipment or *"blems* or *seconds"* will not be considered unless specifically requested in the Solcitation documents.

40. INSPECTION:
The District reserves the right to have inspectors on the premises of the bidders or manufacturers at any time during the manufacturing or assembly process to verify compliance with bid specifications.

41. PACKAGING:
All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the bid document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be acceptable. Bidders are requested to provide products with environmentally safe packaging if at all possible. **The District assumes no responsibility for damage of any kind incurred while the items are in transit.** Bidders may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

42. PATENTS AND COPYRIGHTS:

The bidder agrees to indemnify and save harmless the Board, its officers, agents and employees, from and against any and all claims and liabilities of any nature or kind, including without limitation attorneys' fees and costs, for use of any copyrighted or non-copyrighted materials, secret process, patented or unpatented inventions, articles or appliances, furnished or used in performance of the contract for which the contractor is not the patentee, assignee or licensee.

43. INDEMNIFICATION/HOLD HARMLESS AGREEMENT: Awarded contractors, bidders and proposers shall, in addition to any other obligation to indemnify The School Board of Pinellas County, Florida, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:

a) Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
b) Violation of law, statute, ordinance, governmental administrative order, rule or regulation by contractor in the performance of the work; or
c) Liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be affected by any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts; other employee benefit acts or any statutory bar. The bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Board, and will, at the request of the Board, supply certificates evidencing such coverage.

This article will survive the termination of the Contract.

44. E-VERIFY:

a) Pursuant to Section 448.095, F.S., Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
b) Subcontractors
  i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  ii) Contractor shall also require all of its Subcontractors to provide to Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S.
  iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
c) Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify during any initial procurement application phase or, if a current vendor, no later than December 10, 2020. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
d) Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection d, Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

45. STANDARDS OF CONDUCT
Vendors awarded a contract will be held to the same standards of conduct as employees of the District while conducting business with the District. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees of its subcontractors.

46. ITEM SUBSTITUTIONS & DISCONTINUATIONS:
Under no circumstances may a vendor substitute a different product for any item they were awarded from this bid without prior approval from the Purchasing Department. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this bid, the vendor ***must***

provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor 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 detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.

47. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION:

The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the bid specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. All shipments must be made by door-to-door rail freight or motor truck line. There are no rail sidings at any of our locations. Deliveries shall be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday, excluding holidays. Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area. Telephone numbers are included on all purchase orders directly below the *Ship-To Destination* address for this purpose.

48. EQUIPMENT DEAD ON ARRIVAL (D.O.A.):

Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered D.O.A. and shall be replaced by the vendor with a new product identical to the one ordered within 30 days of notification.

49. RETURNED MERCHANDISE:

All merchandise returned for any reason other than vendor error, vendor misrepresentation of product capabilities, or product defects may be subject to no more than a 15% restocking fee and return freight charges, negotiable between the district and the vendor. It is understood that merchandise should be returned in the original factory sealed carton whenever possible. The vendor shall provide a return merchandise authorization (RMA) without requiring a purchase order or credit card. The vendor shall ship replacement merchandise prior to receipt of returned merchandise, if applicable.

50. INVOICES AND PAYMENT TERMS:

All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the Solicitation, payment will only be made after the merchandise or services have been:

- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced.

To ensure timely payment, all invoices should be submitted to the accountpayable@pcsb.org. The District observes the State of Florida's Prompt Payment Act payment terms of (Net 45), 218.74, F.S., for all invoiced payments. Photocopies of original invoices may be sent to other district personnel if requested, but the original copies must be sent to the Accounts Payable Department. Only the Accounts Payable Department may direct you otherwise. Failure to follow this procedure may result in payment delays. Occasionally a school may issue its own internal purchase order. Invoices associated with a **SCHOOL** purchase order should be submitted directly to the school for payment. **Do not send invoices associated with school purchase orders to the Accounts Payable Department.**

51. BREACH OF CONTRACT AND TERMINATION FOR CAUSE OR CONVENIENCE:

The District reserves the right to terminate this contract for cause which shall include without limitation the failure of the vendor to comply with any provision of this contract. Prior to the district terminating a contract, the Director of Purchasing will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, it is determined that sufficient grounds exist to declare the vendor in default, the Director of Purchasing shall provide the vendor written notice of default and termination, making specific reference to the provision(s) that gave rise to the breach. If the nature and scope of the breach would allow for a cure within 10 days, the notice shall inform the vendor of its right to cure the default within the ten (10) days following receipt of the notice. If the breach is not cured within said 10-day period, the Superintendent (or "designee") shall serve a written notice of termination on the vendor, which shall become effective upon the vendor's receipt of such notice. The failure of either party to exercise its rights shall not be considered a waiver of such rights in the event of any further breach or non-compliance. In the case of termination, only the portion of the contract satisfactorily performed before the date of termination will be due and payable to the vendor.

If bid performance security was required with the bid, the district may elect to execute the performance security as liquidated damages. If bid performance security was not required, the bidder shall pay to the district, as liquidated damages, an amount equal to 5% of the total estimated value of the item(s) in question or $25, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, then the amount due will be 5% of the remaining value of the contract. A vendor 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 district for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active bidders list.

In addition to any other grounds for termination, either party may terminate the contractual relationship between them, including the obligation for payments for goods or services not yet delivered, without cause by sending sixty (60) days written notice to the other party. In the case of terminating without cause, only the portion of the contract satisfactorily performed before the date of termination will be due and payable to the contracted vendor.

52. ACCESS TO RECORDS:
The District, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the bidder, contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

53. ENERGY POLICY AND CONSERVATION ACT (Appendix II to 2 CFR 200):
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). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

54. EQUAL EMPLOYMENT OPPORTUNITY (Appendix II to 2 CFR 200 (C)):
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 subgrantees). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

55. COPELAND “ANTI-KICKBACK” ACT (Appendix II to 2 CFR 200)**:**
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 subgrants for construction or repair). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation for construction or repair).

56. DAVIS-BACON ACT (Appendix II to 2 CFR 200 (D))**:**
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). (Construction contracts in excess of $2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of $2000 awarded by the district and subgrantees when required by Federal grant program legislation). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation for construction or repair in excess of $2000).

57. BYRD ANTI-LOBBYING AMENDMENT (Appendix II to CFR 200 (I)):
All vendors, contractors and subcontractors that apply or bid an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation over $100,000.)

58. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (Appendix II to 2 CFR 200 (E))**:**
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 subgrantees in excess of $2000, and in excess of

$2500 for other contracts which involve the employment of mechanics or laborers). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

59. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (Appendix II to 2 CFR 200 (F)): If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties assignment or performance of experimental, developmental, or research work under that "funding agreement" the recipient 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. (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

60. RECORDS RETENTION (2 CFR 200.318(i))**:**
All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed. (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation)

61. CLEAN AIR AND WATER POLLUTION ACTS (Appendix II to 2 CFR 200 (G))**:**
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. 7401-7671q), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). (Applies to contracts, subcontracts, and subgrants of amounts in excess of $150,000). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation for contracts over $150,000).

62. PROCUREMENT OF RECOVERED MATERIALS (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.

63. SCRUTINIZED COMPANIES:
By submitting a bid any vendor/contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List; has been placed on the Scrutinized Companies That Boycott Israel List or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria. In the event that it is subsequently determined that the vendor/contractor submitted a false certification, any contract resulting from this bid may be immediately terminated in accordance with FL Statute 287.135.

64. VARIANCE IN CONDITION:
Any and all **Special Conditions** and specifications attached hereto which vary from these ***GENERAL TERMS and CONDITIONS,*** shall have precedence.

65. DEBARMENT AND SUSPENSION:
Vendor agrees that it, or any of its subsidiaries or affiliates, are listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

66. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND TECHNOLOGY:
Vendor agrees that it, or any of its subsidiaries or affiliates, shall not (i) procure or obtain covered telecommunications equipment or services; (ii) extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. "Covered telecommunications equipment or services" shall have that meaning contained in 2 C.F.R. 200.216, as amended from time to time. By accepting federal funds, Vendor is certifying that it will comply with the prohibition on covered telecommunications equipment and services in the law.

67. DOMESTIC PREFERENCES FOR PROCUREMENTS:
Vendor, and its subsidiaries and affiliates, agrees that it will make attempts, to the greatest extent practicable and consistent with law, to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as those terms are defined in 2 C.F.R. 200.322, as amended from time to time.