

Solicitation 20C-48K

Term Contract for Aerial Photography

Bid Designation: Public



The School District of Palm Beach County

Bid 20C-48K Term Contract for Aerial Photography

Bid Number **20C-48K**
Bid Title **Term Contract for Aerial Photography**

Bid Start Date **Apr 29, 2020 2:40:44 PM EDT**
Bid End Date **May 21, 2020 2:00:00 PM EDT**
Question &
Answer End Date **May 11, 2020 5:00:00 PM EDT**

Bid Contact **JAN BUTTS**
561-434-8213
Janet.Butts@palmbeachschools.org

Contract Duration **3 years**
Contract Renewal **Not Applicable**
Prices Good for **Not Applicable**

Bid Comments **The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for Aerial Photography, as specified herein.**

Addendum # 1

New Documents	20C-48K Addendum 1.pdf 20C-48K Form 1525 Letter of Intent – SBE Subcontractor Participation.pdf
Removed Documents	PBSD 1525 Letter of Intent – SBE Subcontractor Participation - Download, Fill Out PDF Completely, Have Notarized, and Re-Upload to BidSync 1.pdf

Item Response Form

Item **20C-48K--01-01 - One Vertical Digital Aerial Image Delivered Via Email Image or DVD**
Quantity **1 each**
Unit Price
Delivery Location **The School District of Palm Beach County**
The School District of Palm Beach County
3300 Forest Hill Boulevard
West Palm Beach FL 33406
Qty 1

Description

Provide one (1) vertical digital aerial image of each school site, delivered via email or on DVD to the School District of Palm Beach county, as requested by District representative. The image shall be a nadir image (straight down). No oblique images and no extra angles. The images

shall be at least 12 - 20 megapixels. The images provided are to include the entire building as well as all of the grounds associated to that location.

Item	20C-48K--01-02 - Three (3) Hi-Resolution Aerial View Images Per School, Downloaded to DVD
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	The School District of Palm Beach County <u>The School District of Palm Beach County</u> 3300 Forest Hill Boulevard West Palm Beach FL 33406 Qty 1

Description

Three (3) Hi-Resolution Aerial View Images per school downloaded to DVD and delivered to School District of Palm Beach County. The images shall be nadir images (straight down). No oblique images and no extra angles. The images shall be at least 12 - 20 megapixels. The images provided are to include the entire building as well as all of the grounds associated to that location.

School District of Palm Beach County FL



Solicitation No.

20C-48K

RESPONSES ARE DUE PRIOR TO:

May 21, 2020

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.BidSync.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.

<https://www.palmbeachschools.org/cms/one.aspx?pageId=6165437>

20C-48K - SPECIAL CONDITIONS

(Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. See paragraph 54 in General Conditions for details.)

A. SCOPE:

The purpose and intent of this Invitation to Bid is to secure prices and establish a **Term Contract for Aerial Photography**, as specified herein.

B. DELIVERY:

Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.

C. BIDSYNC:

1. All offers must be submitted electronically to BidSync.com. including all required documents listed in the solicitation. No other responses will be accepted, including hard copy or emailed responses.
2. BidSync supports online document tracking and completion. All documents must be viewed/accepted before the bid packet can be viewed and an offer can be placed.
3. The District will only consider offers that have been uploaded and submitted through BidSync PRIOR to the bid closing date and time. As with any document upload, larger documents and/or heavy user activity may result in longer upload times. **Please allow sufficient time to complete your offer.**
4. **IMPORTANT INFORMATION:** For help filling out your offer, please visit:

<https://support.bidsync.com/hc/en-us/articles/222437508-How-do-I-respond-to-a-bid->

All responses entered into BidSync must be typed in. DO NOT cut and paste from any other program. Doing so may corrupt or invalidate your response and not allow you to respond.

In order to complete this response process, you must first select “Review response,” verify the information is correct then enter your password and select “Confirm & submit response.”

After clicking “Confirm & submit response,” a confirmation page loads with “Offer Received” at the top of the page. If you do not see this confirmation, your offer was not submitted successfully.

If you select to receive a confirmation e-mail indicating a successful response you will receive a confirming email within five minutes.

If you do not receive confirmation that your offer has been received, please call BidSync at 800-990-9339 Option 1 (Customer Care) and then Option 1 (Vendor Assistance).

In the event an addendum(s) to a solicitation is created, the addendum(s) will be distributed by BidSync to all who are known by the Purchasing Department to have received a complete set of proposal documents.

Be advised that registering with BidSync is a FREE service.

D. BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:

The School District is requesting this affidavit to include a list of every “person” (as defined in Section 1.01 (3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be downloaded, signed, notarized and uploaded with your bid response. The Proposer must submit all supporting documentation in the name of the Proposer’s entity only. Parent and/or subsidiary entities will not be acceptable.**

E. MWBE/SBE PREFERENCE:

Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from School District of Palm Beach County (SDPBC) certified MWBEs or SBEs if the bid price does not exceed the lowest bidder’s price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified MWBE or SBE price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

Qualifications requirements for MWBE and/or SBE Bid Preference are, the bidder must be certified by the School District of Palm Beach County at the time of bid submittal. For District certification go to www.pambeachschools.org/diversityinbusiness website and complete the MWBE and/or SBE certification application.

F. AWARD:

Contract will be awarded to the lowest bid from a responsive, responsible bidder after adjustments have been made for all preferences that may be applicable.

The Board reserves the right to undertake inquiries into proposer’s financial and/or litigation history, and by submitting a proposal, the proposer expressly consents to these inquiries.

The Board, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs of the District. If a mutually beneficial agreement with the bidder offering the lowest cost and who is deemed responsible and responsive cannot be resolved, The Board, through its designee(s), reserves the right to enter into negotiations with the next bidder offering the lowest cost and who is deemed responsible and responsive until an agreement is reached to meet the needs of the District. Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department. Vendor must supply the item that was specified according to their bid response unless instructed otherwise by the Purchasing Department.

The Purchasing Department or their designee reserves the right to use the next bidder offering the lowest cost and who is deemed responsible and responsive in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of Preference awards as provided herein. The next bidder offering the lowest cost and who is deemed responsible and responsive prices must remain the same as originally bid and must remain firm for the duration of the contract.

G. TERM OF CONTRACT:

The term of this contract shall be for three (3) years from the date of award and may, by mutual agreement between the School District and the awardee(s), be renewable for one two-year period. If considering renewing the Contract, the Board, through the Purchasing Department, will provide a letter of intent to renew the Contract to the awardee(s) 120 days prior to the end of the initial term of the Contract period or any subsequent renewal term. If needed, the

Contract may be extended 120 days beyond the Contract expiration date or any subsequent renewal periods. The awardee(s) will be notified when the Board has acted upon the recommendation. All prices shall be firm for the entire length of the Contract and all subsequent renewal periods however, nothing prohibits the District from accepting lower pricing during the term of this contract.

H. REFERENCES:

Electronically Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide Aerial Photography. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you. Please do not include the School District of Palm Beach County as a reference.

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

I. QUALIFICATIONS:

The bidder shall have maintained continual work experience in Aerial Photography for a period of three (3) years prior to the quote date. Provide photocopies of the following (valid and current) licenses and/or certificates: Failure to provide this documentation may result in rejection of bid.

If you are a business located within Palm Beach County please provide:

1. Palm Beach County Local Business Tax Receipt, formerly Occupational License.
AND
2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.
3. **The bidder must provide written evidence (copies of current licenses/certifications) that show the firm (bidder) or principal in the firm is licensed to contract the scope of work in Palm Beach County with the following:**
 - a. **Proof of FAA Part 61 Commercial Pilot License and/or proof of FAA Part 107 UAS/UAV License (Remote Pilot in Command (RPIC) must have a Part 107 Remote Pilot Certificate)**
 - b. **If Drones are to be used, vendor to provide proof the Drones are registered with the FAA.**
 - c. **Contractor must have a Certificate of Authorization or Certificate of Waiver with the FAA to fly in Class C airspace surrounding Palm Beach International Airport (PBI) or provide the District with a written alternative plan for flying in this airspace.**
 - d. **Contractor must be aware of and comply with current TFRs or NOTAMS that would prohibit their ability to fly on a given day and notify the District of alternative dates to complete the project at no additional cost.**
 - e. **sUAS shall not be flown over the school or District property when students or staff are present.**

Per Florida Statutes 607.1501, A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State. For information on how to register to do business in the State of Florida go to:
<https://dos.myflorida.com/sunbiz/forms/>

If you are an out of the county business please provide:

1. a current Business Tax Receipt within that county you are registered
AND
2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.
3. **The bidder must provide written evidence (copies of current licenses/certifications) that show the firm (bidder) or principal in the firm is licensed to contract the scope of work in Palm Beach County with the following:**
 - a. **Proof of FAA Part 61 Commercial Pilot License and/or proof of FAA Part 107 UAS/UAV License (Remote Pilot in Command (RPIC) must have a Part 107 Remote Pilot Certificate)**
 - b. **If Drones are to be used, vendor to provide proof the Drones are registered with the FAA.**
 - c. **Contractor must have a Certificate of Authorization or Certificate of Waiver with the FAA to fly in Class C airspace surrounding Palm Beach International Airport (PBI) or provide the District with a written alternative plan for flying in this airspace.**
 - d. **Contractor must be aware of and comply with current TFRs or NOTAMS that would prohibit their ability to fly on a given day and notify the District of alternative dates to complete the project at no additional cost.**
 - e. **sUAS shall not be flown over the school or District property when students or staff are present.**

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

J. PLACING AN OFFER:

The Board objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

All offers must be submitted electronically to BidSync.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.** If necessary, an addendum will be distributed by BidSync to all who are known by the Purchasing Department to have received a complete set of proposal documents.

K. BID QUESTIONS:

From the time this solicitation is posted until the time a Decision or Intended Decision is posted, potential Proposers and employees, representatives, partners, director, officers, or other individuals acting on behalf of the Proposer, shall be prohibited from lobbying any School District employee, Member of the School Board, Member of a School District Advisory Committee that may evaluate the awarded contract, or person selected to evaluate or recommend selection of the awarded Proposer. Violation of the Cone of Silence shall result in rejection/disqualification of the Proposer from award of a contract arising out of this solicitation. Further, in order to protect the integrity of the award process, all questions regarding this solicitation must be submitted via BidSync **no later than 5:00 p.m. EST, on May 11, 2020.** Questions received via BidSync by the time and date specified will be answered in writing and posted on BidSync. Jan Butts is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Jan Butts nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

L. POSTING OF BID RECOMMENDATION / TABULATIONS:

Bid recommendations and tabulations will be posted electronically with BidSync for review by interested parties, on **June 2, 2020 at 3:00 p.m., EST**, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

M. MWBE/SBE GOAL:

The Board strongly encourages the use of MWBE/SBE Enterprises for participation as partners, joint venture partners, subcontractors, sub-consultants and prime contractors, in the District's contracting opportunities. A listing of Certified Minority and Women-owned Business Enterprises and Small Business Enterprises can be found on the District's Office of Diversity in Business Practices website at www.palmbeachschools.org/diversityinbusiness.

N. SUB-CONTRACTING:

If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the General Conditions document of this bid.

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

foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek SBE business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

P. MWBE/SBE PARTICIPATION:

An SBE business must meet The School District of Palm Beach County's (SDPBC) eligibility standards incorporated in the definition of Small Business Enterprise (SBE) as outlined in School Board Policy 6.143, Diversity and Equitable Utilization in Business, which requires that the business be certified by SDPBC.

M/WBE DEFINITION:

M/WBE A minority-owned business enterprise or a women-owned business enterprise or a designated combination of minority- and woman-owned business enterprise in a specified industry that: employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than five million dollars (\$5 million) or any firm based in this state which has a Small Business Administration 8(a) certification (and as applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments); and has at least 51% minority ownership, daily management, and control of the business; and is domiciled in the Palm Beach County, Miami-Dade County, or Ft. Lauderdale metropolitan statistical areas (MSA), or is domiciled in the State of Florida and can demonstrate that it routinely bids on and/or performs contracts in Palm Beach County; and is lawfully organized to engage in commercial transactions. However, ownership by a minority person does not include ownership resulting from a transfer from a non-minority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds one million dollars (\$1 million). For purposes of this definition, the term "related immediate family group" means one or more children under sixteen (16) years of age and a parent of such children or the spouse of such parent residing in the same house or living unit. The Superintendent shall implement procedures for periodic re-certification and graduation of M/WBEs from M/WBE program eligibility. Provided, however, that the Superintendent is authorized to periodically adjust and update the eligibility criteria and size standards for certification, re-certification, temporary suspension, and graduation of M/WBE firms based upon changing market conditions, and in a manner that is narrowly tailored and consistent with the remedial purposes and objectives of this Policy.

SBE DEFINITION:

SDPBC defines a Small Business Enterprise (SBE) as having average annual gross sales that are less than fifty (50%) of the small business size standard as defined by the U.S. Small Business Administration (SBA) for a firm's relevant industry. The average number of full-time employees over the last three years that is less than fifty (50%) of the small business size standard as defined by SBA for the business firm's relevant industry. See SBE guidelines at: www.sba.gov/federal-contracting-guide/size-standards.

The principle place of business of the SBE must be in Palm Beach County, Broward County and/or Miami Dade County; with the majority of the firm's gross revenues or sales derived there, or a majority of firm's employees domiciled in one of these counties.

An SBE business must have received less than fifteen million dollars (\$15 million) in contract payments from the School District of Palm Beach County projects or contracts in the fiscal year preceding the bid.

An SBE business shall be independent (a free-standing business) and recognized as a separate entity for tax purposes. Businesses that share common ownership, space, employees, or other facilities, may be considered as a single business for this program

without reference to tax status.

The business must have been established and operational for a period of at least one (1) full year prior to the certification application. The business' address must include street number, name of the street, suite number, if any, and correct zip code. A post office box is unacceptable without the physical street address.

Revenues or Sales Size Standards:

Procurement Program – Any firm that has had an average cumulative gross sales or revenues of greater than seven million dollars (\$7 million) over the last three (3) years shall not be considered eligible to participate in the School District's SBE program for procurement.

SDPBC will accept SBE certification on a school district solicitation if the bidder can demonstrate that they meet the guidelines as outlined in the School District's Small Business Enterprise Program eligibility guidelines. Industry specific classification and income thresholds are consistent with and meets the standards contained in School Board Policy 6.143 and the Office of Diversity in Business Practices Procedures Manual as depicted in the chart below.

INDUSTRY	INCOME THRESHOLD
Construction	Not to exceed \$13,000,000.
Professional Services	Not to exceed \$6,000,000.
General Procurement	Not to exceed \$7,000,000.

MWBE ELIGIBILITY REQUIREMENTS:

Revenues/Sales Size Standards: • Any firm with gross sales or revenues of greater than \$2 million per year for professional services; \$3 million per year for procurement; or \$7 million per year for construction services averaged over the last three (3) years shall not be considered eligible to participate in the School District's M/WBE Program.

SBE ELIGIBILITY REQUIREMENTS:

Revenues/Sales Size Standards: • Any firm with gross sales or revenues of greater than \$6 million per year for professional services; \$7 million per year for procurement; or \$13 million per year for construction services averaged over the last three (3) years shall not be considered eligible to participate in the School District's SBE Program.

MWBE/SBE Vendor Directory:

The Vendor Directory represents MWBE and SBE vendors certified only by the School District of Palm Beach County. Vendors certified as an MWBE and/or SBE with any entity or agency of the than the School District of Palm Beach County will not be accepted. The District does not have reciprocity with any other certifying agency/entity. The District has an Inter-local Agreement (IA) with The City of West Palm Beach, Palm Beach County and Miami-Dade County Public Schools; however, MWBE and SBE bidders must have met the certification eligibility criteria of the District's certification program at the time of documentation submittal in order to be deemed a District Certified M/WBE and/or SBE.

GOAL: The Goal established for this industry classification is a Bid Preference of 5% for the participation of an M/WBE or SBE, as defined by the eligibility requirements. Qualification requirements for SBE/MWBE Bid preference are the bidder must be certified by the School District of Palm Beach County at the time the bid is submitted.

The District does not recognize any other certifications. Bidders must submit their School District Certification Certificate with the bid. For District certification go to <http://www.palmbachschoools.org/diversityinbusiness> website and complete the SBE/MWBE certification application. The Office of Diversity in Business Practices will review the certification database to ensure that all SBE/MWBE's are certified at the time the bid is submitted.

M/WBE /SBE Subcontractor Participation:

Bidders who list MWBE and/or SBEs subcontractors as participants in their bids must complete and submit Subcontractor Participation Letter of Intent, Form 1525. Subcontractor Participation Summary, Form 1526 will be submitted with all requests for payment. Form 1525 will be submitted as part of the response to the solicitation.

Bid Preference is not the same as Subcontractor participation goals.

If Bid Preference is indicated, then the Bid does not have a participation goal, and Forms 1525 and 1526 are not required.

The industry specific classification for this solicitation is: General Procurement

B2GNow Compliance Reporting System

The SCHOOL BOARD maintains an electronic Contract Compliance System known as the B2GNow Compliance Reporting System. This Contract is subject to Compliance Tracking and Contractor shall use the B2GNow secure web-based system to submit Project Specific information including, but not limited to, monthly payments and progress reports on all Subconsultants and Subcontractors.

Contractor understands that all Subconsultants and/or Subcontractors are also required to utilize the B2GNow Reporting System to manage their contact information and Project Specific records, respond to any noted instructions and/or information requests. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of the requirement to submit all Contract Compliance related data electronically to the B2GNow Reporting System. Contractor further agrees and understands it is responsible for ensuring all Subconsultants and/or Subcontractors have uploaded all requested items via the B2GNow Reporting System.

Contractor understands its contact information and that of its Subconsultants and/or Subcontractor must remain accurate and up-to-date in the B2GNow Reporting System and agrees to timely notify SCHOOL BOARD of any changes to its contact information or that of a Subconsultant and/or Subcontractor. From time to time, the SCHOOL BOARD may require additional information from the Contractor and/or its Subconsultants/Subcontractors and Contractor agrees that it will provide such information, within five (5) business days via the B2GNow Reporting System. Contractor understands its obligations hereunder are continuing and shall survive the expiration or termination of the Contract.

Information concerning access of the B2GNow Reporting System will be provided to Contractor by the Office of Diversity in Business Practices. The B2GNow Reporting System is web-based and can be accessed at the following Internet address: <https://palmbeachschoools.diversitycompliance.com/>. The Contractor shall contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of their obligation to contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. For

information request and questions, contact the Office of Diversity in Business Practices (561-681-2403).

See paragraph O for additional details regarding subcontractors.

Q. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:

The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining information and records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <https://go.boarddocs.com/fl/palmbeach/Board.nsf/Public#>.

R. PUBLIC RECORDS LAW:

The Responder shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.
- b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 Agreement term and following completion of the Agreement if the Responder does not transfer the records to the Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Responder or keep and maintain public records required by the Board to perform the service. If the Responder transfers all public records to the Board upon completion of the Agreement, the Responder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Responder keeps and maintains public records upon completion of the Agreement, the Responder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Responder to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event of a dispute regarding the enforcement of this provision where the Responder has unlawfully refused to comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

IF THE RESPONDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

Public Records Exemption:

- 1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.
- 2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

S. INSURANCE REQUIREMENTS:

In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The bidder's insurance coverage shall be primary and noncontributory. Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance. The School Board shall be named as an additional insured.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

1. WORKERS' COMPENSATION: WORKERS' COMPENSATION:

Bidder must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

Required Endorsements:

- Waiver of Subrogation – WC 0003 13 or its equivalent

2. COMMERCIAL GENERAL LIABILITY:

Bidder shall procure and maintain for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

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

Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.
- Primary and noncontributory – CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

3. BUSINESS AUTOMOBILE LIABILITY:

Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$500,000 per occurrence. This coverage shall be an “Any Auto” form policy or a form policy that includes “Scheduled Autos, Hired Autos, and Non-Owned Autos” coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

4. AIRCRAFT LIABILITY:

Successful bidder shall provide, in addition to any other liability insurance policy required herein, a separate aircraft liability policy with limits of not less than \$1,000,000 combined Single Limit each and every occurrence for Personal Injury including Bodily Injury/Death and Property Damage covering all aircraft used in such operations.

5. WAIVER OF SUBROGATION:

The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Bidder's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder's operations for any school or ancillary owned by the School Board of Palm Beach County.

6. SECURITY OF CONFIDENTIAL PERSONAL INFORMATION:

In accordance with Section 501.171, F.S., (or section as amended) Awarded Vendor(s) shall take reasonable measures to protect and secure the School Board's records in any form. This data may include (personal, financial or student) information. Awarded Vendor(s) shall notify The School Board, or its designee, as expeditiously as practicable, but no later than 30 days after the determination of the breach or reason to believe a breach has occurred. Awarded Vendor(s) shall work with The School Board, or its designee, to satisfy the requirements of Section Fla. Statutes, Chapter 501.171 (or section as amended) as to required investigation and notice provisions. Further, Awarded Vendor(s) shall reimburse The School District for actual, reasonable costs incurred by The School District in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation within 30 days of receipt of documentation from The School District evidencing such actual, reasonable costs incurred.

T. E-VERIFY

Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Vendor while performing work or providing services for the School Board of Palm Beach County, Florida on its behalf utilize the E-Verify system to verify the employment of all new employees hired by all subcontractors. Vendor is also required to complete the Certification for E-Verify Form and upload with your bid response. Failure to do so may result in rejection of your proposal.

U. PAYMENT / PAYMENT TERMS:

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

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document**.

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for

review at janet.butts@palmbeachschools.org.

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to apinvoice@palmbeachschools.org.

Electronic Invoice Submission Guidelines:

a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.

b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoice(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

V. INCORRECT PRICING/INVOICES:

Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

W. CHANGE ORDERS:

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

X. DISTRICT PURCHASING CARD:

The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

Y. CONFLICT OF INTEREST:

On vendors own business letterhead, all vendors must disclose the name of any officer, director, or agent who is also an employee of the District. All vendors must disclose the name of any District employee who owns, directly or indirectly, any interest in the responder's business or any related entity. By submitting this documentation to the District, the vendor represents and warrants that District employee does not have a prohibited conflict of interest as provided in Chapter 112, Florida Statutes and School Board Policy 3.02 Code of Ethics.

Z. CODE OF ETHICS:

Per District Policy 3.02, District Employees shall not accept gifts or gratuities in violation of the State Code of Ethics or which give the appearance that the gift improperly influenced a decision.

AA. QUANTITIES:

Quantities specified are estimates and the School District reserves the right to vary the quantities. Individual orders will be placed during the contract period that will comprise the estimated total quantities. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

BB. BALANCE OF LINE:

The "balance of line" shall include products that are not requested in this Invitation to Bid, but are within the scope of products available from the awardee(s). The School District reserves the right to add these products to the awarded items.

CC. ESTIMATED DOLLAR VALUE:

No guarantee of the dollar amount of this bid is implied or given.

DD. VARIANCES:

State any variances, however slight, to the bid specifications on the Variances Document included in this bid. If none are indicated, it will be assumed materials and/or services bid are identical to those specified.

EE. AREA REPRESENTATIVE:

Bidder(s) should indicate in space provided on the Area Representative Document the name, address, phone/cell/fax numbers and email address of the vendor representative who will be available, upon request, to visit school or District sites, resolve billing and other problems. Area representative must be English speaking.

BID PREPARATION CHECKLIST:

The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked "required" must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Area Representative	N/A
	Yes	Required Response Form	N/A
	Yes	Certificates/License	Paragraphs J, P, S
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D

	Yes	Proposer's Statement of Principal Place of Business	Paragraph E
	Yes	Debarment Certification	N/A
	Yes	Variances Document	Paragraph DD
	Yes	Reference Document	Paragraph I
	Yes	Early Payment Terms	Paragraph
	Yes (if applicable)	Form 1525, Letter of Intent – SBE Subcontractor Participation	Paragraph P
	Yes (if applicable)	Form 1526, SBE Subcontractor Participation Summary	Paragraph P
	Yes	Form 0580, Drug-Free Workplace Certification	N/A
	Yes	Conflict of Interest/Non Conflict of Interest Statement	Paragraph Y
	Yes	Complaint Notifications/ Bid General Conditions	See General Conditions Paragraph 26

***Reminder* The Proposer must submit all supporting documentation in the name of Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

DISTRICT OWNED PARCELS DOCUMENT						
PCN	ACRES	SITE ADDRESS	POST_DIR	ZIP1	ZIP2	MUNI
18424436080130020	24.9570	5300 S HAVERHILL RD		33404	5906	GREENACRES
00424327050030351	2.5112	BELVEDERE RD		33404	5906	COUNTY OF PALM BEACH
0843452100007030	9.9066	550 NW 4TH AVE		33404	5906	BOYNTON BEACH
00424327050030340	8.5566	7337 BELVEDERE RD		33404	5906	WEST PALM BEACH
00424327050030250	7.9600	7170 PALMDALE RD		33404	5906	WEST PALM BEACH
74434316080001350	0.2098	1103 16TH ST		33404	5906	WEST PALM BEACH
00424327150070140	0.1584	6118 WESTOVER RD		33404	5906	WEST PALM BEACH
73414409020000010	58.4544	2101 GREENVIEW SHORES BLVD		33404	5906	WELLINGTON
72414327000001030	29.9973	64 SPARROW DR		33404	5906	ROYAL PALM BEACH
12434620010170010	9.1700	400 SW 12TH AVE		33404	5906	DELRAY BEACH
00424514130060000	15.0000	6050 GATEWAY BLVD		33404	5906	BOYNTON BEACH
18424426000005200	19.7182	5100 MELALEUCA LN		33404	5906	GREENACRES
36434220010660070	0.2364	412 EVERGREEN DR		33404	5906	LAKE PARK
74434316010180010	6.9415	800 11TH ST		33404	5906	WEST PALM BEACH
00424327050280591	0.2652	POLO RD		33404	5906	COUNTY OF PALM BEACH
70434407000005250	3.0000	3300 FOREST HILL BLVD E		33404	5906	PALM SPRINGS
38434433130110050	0.5313	BARTON RD		33404	5906	
38434433130100030	1.5932	1515 BARTON RD		33404	5906	LAKE WORTH
06434718120000000	19.9300	2470 NW 5TH AVE		33404	5906	BOCA RATON
00424327050030330	0.5000	SKEES RD		33404	5906	WEST PALM BEACH
00414713050130000	20.0000	11201 GLADES RD		33404	5906	BOCA RATON
52434208310010000	15.0248	10300 ALLAMANDA DR		33404	5906	PALM BEACH GARDENS
04374406000003010	9.3942	1100 SW AVENUE G		33404	5906	BELLE GLADE
38434433130110020	0.5310	1511 BARTON RD		33404	5906	LAKE WORTH
00424627000005150	0.5000	JOG RD		33404	5906	COUNTY OF PALM BEACH
06434707020220341	0.4580	NW 5TH AVE		33404	5906	BOCA RATON
52424125000003020	59.7000	13601 N MILITARY TRL		33404	5906	PALM BEACH GARDENS
00424729160010000	15.3439	8400 SW 8TH ST		33404	5906	BOCA RATON
00424527000005010	27.3022	6161 WOOLBRIGHT RD		33404	5906	BOYNTON BEACH
40434504010000220	1.7300	PINE ST		33404	5906	
56434229580000040	0.2100	680 W 29TH ST		33404	5906	RIVIERA BEACH
38434433130110040	1.0621	1509 BARTON RD		33404	5906	LAKE WORTH
00434231000003060	4.0000	3661 INTERSTATE PARK RD		33404	5906	WEST PALM BEACH
38434421152820150	0.3100	903 N L ST		33404	5906	LAKE WORTH
00424325000001600	12.7069	4260 WESTGATE AVE		33404	5906	WEST PALM BEACH
30424034010000200	19.0000	6701 CHURCH ST		33404	5906	JUPITER
00424327050280580	9.9995	POLO CLUB RD S	S	33404	5906	COUNTY OF PALM BEACH
00424327150070150	0.1584	6132 WESTOVER RD		33404	5906	WEST PALM BEACH
56434228000003080	23.5300	600 W 28TH ST 300		33404	5906	RIVIERA BEACH
74434404000080070	6.4646	5801 PARKER AVE		33404	5906	WEST PALM BEACH
00424327050030270	4.2770	7217 BELVEDERE RD		33404	5906	WEST PALM BEACH
56434229240000013	0.1863	3228 AVENUE J		33404	5906	RIVIERA BEACH
48374209010000142	19.8276	LARRIMORE RD		33404	5906	PAHOKEE
00404234000001020	30.0002	6701 180TH AVE N	N	33404	5906	LOXAHATCHEE
72414314000003000	20.0000	1000 CRESTWOOD BLVD		33404	5906	ROYAL PALM BEACH
38434416000007040	5.8400	1302 BARNETT DR		33404	5906	LAKE WORTH
74434304130150010	10.1094	4111 N TERRACE DR		33404	5906	WEST PALM BEACH
00424327050730652	19.9800	9090 SPANISH ISLES BLVD		33404	5906	BOCA RATON
00424327050030280	8.5589	7125 BELVEDERE RD		33404	5906	WEST PALM BEACH
00414102000007030	59.0700	17400 HAYNIE LN		33404	5906	JUPITER
40434503100130100	0.9844	702 W OCEAN AVE		33404	5906	LANTANA
00424327050470151	30.0009	6500 LE CHALET BLVD		33404	5906	BOYNTON BEACH
30424113000003010	29.5900	15245 MILITARY TRL		33404	5906	JUPITER
00424327150080260	0.1947	1255 DREXEL RD		33404	5906	WEST PALM BEACH

06424725030180020	0.2071	255 SW 12TH AVE		33404	5906	BOCA RATON
5643423000007200	30.2200	7071 GARDEN RD		33404	5906	RIVIERA BEACH
00424327000005050	10.0271	1167 DREXEL RD		33404	5906	WEST PALM BEACH
56434229240000072	0.3548	2949 AVENUE I		33404	5906	RIVIERA BEACH
56434231070000010	17.5209	1501 AVENUE U		33404	5906	RIVIERA BEACH
74424328160230010	3.3461			33404	5906	COUNTY OF PALM BEACH
74434409050007130	0.2468	838 FOREST HILL BLVD		33404	5906	WEST PALM BEACH
56434229240000063	0.2206	3010 AVENUE J		33404	5906	RIVIERA BEACH
74434409050006730	0.1146	6906 PARKER AVE		33404	5906	WEST PALM BEACH
56434229240000024	0.1653	3207 AVENUE I		33404	5906	RIVIERA BEACH
56434229580000010	0.2100	720 W 29TH ST		33404	5906	RIVIERA BEACH
56434229240000021	0.1515	AVENUE J		33404	5906	RIVIERA BEACH
56434229430000010	4.9000	1481 AUSTRALIAN AVE		33404	5906	RIVIERA BEACH
56434229240000210	0.3913	AVENUE J		33404	5906	RIVIERA BEACH
74434316080001390	0.1464	1110 16TH ST		33404	5906	WEST PALM BEACH
04374406000001190	0.0918	STATE ROAD 80		33404	5906	COUNTY OF PALM BEACH
56434229240000010	0.2410	3216 AVENUE J		33404	5906	RIVIERA BEACH
73414427000005110	9.7379	4701 120TH AVE S	S	33404	5906	WELLINGTON
06424724000001080	19.8572	1251 NW 8TH ST		33404	5906	BOCA RATON
04374330000007020	37.4700	1901 NW 16TH ST		33404	5906	BELLE GLADE
00434405060140010	1.0800	272 FARMDALE RD		33404	5906	WEST PALM BEACH
00424510170120020	1.2697	NORTHTREE BLVD		33404	5906	
30424101070140010	13.6000	200 S LOXAHATCHEE DR		33404	5906	JUPITER
72414315070000142	7.3205	11911 OKEECHOBEE BLVD		33404	5906	ROYAL PALM BEACH
00434132000007040	17.4500	2936 LONE PINE RD		33404	5906	PALM BEACH GARDENS
00434509080001390	1.5762	1141 MINER RD		33404	5906	LAKE WORTH
73414427000005120	9.6366	4757 120TH AVE S	S	33404	5906	WELLINGTON
38434428070010010	24.7067	109 MONTROSE ST		33404	5906	LAKE WORTH
00434405170020010	9.3705	956 S FLORIDA MANGO RD		33404	5906	WEST PALM BEACH
00434330030470160	16.4634	1545 LOXAHATCHEE DR		33404	5906	WEST PALM BEACH
00434405050000281	15.6569	2775 HOMEWOOD RD		33404	5906	WEST PALM BEACH
74434409050006710	0.1146	6910 PARKER AVE		33404	5906	WEST PALM BEACH
06424725000001050	0.0065	SW 12TH AVE		33404	5906	BOCA RATON
08434531000005040	18.0300	3015 S CONGRESS AVE		33404	5906	BOYNTON BEACH
18424436080020000	47.8931	5090 S HAVERHILL RD		33404	5906	GREENACRES
08434516000001040	14.4600	550 MINER RD		33404	5906	BOYNTON BEACH
04374331010150010	20.7300	425 W CANAL ST N	N	33404	5906	BELLE GLADE
74434409050007090	0.2469	6814 PARKER AVE		33404	5906	WEST PALM BEACH
48374217020140010	33.0900	900 LARRIMORE RD		33404	5906	PAHOKEE
04374331200040060	0.2849	NW 7TH ST		33404	5906	BELLE GLADE
00414217000005010	13.6767	14255 HAMLIN BLVD		33404	5906	LOXAHATCHEE
00424326020000290	1.6100	1481 N STACY ST		33404	5906	WEST PALM BEACH
38434433130140010	8.5800	1700 BARTON RD		33404	5906	LAKE WORTH
00414725010090010	20.3000	22400 HAMMOCK ST		33404	5906	BOCA RATON
56434229240000071	0.2723	2933 AVENUE I		33404	5906	RIVIERA BEACH
08434518000003060	17.8794	8400 LAWRENCE RD		33404	5906	BOYNTON BEACH
00424529090040000	0.2573	LYONS RD		33404	5906	BOYNTON BEACH
00424627000005140	0.5000	JOG RD		33404	5906	COUNTY OF PALM BEACH
04374406000005250	87.3600	1001 SW AVENUE M		33404	5906	BELLE GLADE
40434504000001000	13.9000	1225 W DREW ST		33404	5906	LANTANA
56434229240000022	0.4916	3152 AVENUE J		33404	5906	RIVIERA BEACH
74434305000080030	0.5200	4400 N AUSTRALIAN AVE		33404	5906	WEST PALM BEACH
06424722020000010	20.0024	6590 VERDE TRL		33404	5906	BOCA RATON
04374331200070010	2.6100	NW 7TH ST		33404	5906	BELLE GLADE
38434421020350072	0.8900	1760 LAKE WORTH RD		33404	5906	LAKE WORTH
73414411180010000	18.2197	1915 ROYAL FERN DR		33404	5906	WELLINGTON

56434229240000050	0.9713	3031 AVENUE I		33404	5906	RIVIERA BEACH
06424725030170101	0.2083	SW 12TH AVE		33404	5906	BOCA RATON
04374405010040010	10.0000	900 SE AVENUE G		33404	5906	BELLE GLADE
74434304130150010	10.1094	4111 N TERRACE DR		33404	5906	WEST PALM BEACH
38434421152150010	4.5526	716 S K ST 1		33404	5906	LAKE WORTH
74434304150000141	1.0000	WINDSOR AVE		33404	5906	WEST PALM BEACH
38434433130100020	0.5311	1421 BARTON RD		33404	5906	LAKE WORTH
08434528270000152	13.0500	1201 SW 3RD ST		33404	5906	BOYNTON BEACH
73414409020000020	4.7883	GREENVIEW SHORES BLVD		33404	5906	WELLINGTON
08434507000001040	17.7200	3400 HYPOLUXO RD		33404	5906	BOYNTON BEACH
00424402010000200	1.3000	PINE TRL		33404	5906	
73424327050160333	54.5714	8250 FOREST HILL BLVD		33404	5906	WELLINGTON
56434229240000061	0.4695	AVENUE J		33404	5906	RIVIERA BEACH
74434333070000121	16.0000	3630 PARKER AVE		33404	5906	WEST PALM BEACH
56434229580000020	0.2100	700 W 29TH ST		33404	5906	RIVIERA BEACH
00424326020000311	0.5877	5353 STACY ST		33404	5906	WEST PALM BEACH
00434405000110080	1.6100	FLORIDA MANGO RD		33404	5906	WEST PALM BEACH
73414427000005130	9.5354	4801 120TH AVE S	S	33404	5906	WELLINGTON
00424529080020000	32.9996	8650 BOYNTON BEACH BLVD		33404	5906	BOYNTON BEACH
38434428280010080	4.1900	1621 3RD AVE S	S	33404	5906	LAKE WORTH
12424625000001150	10.0000	4050 OLD GERMANTOWN RD		33404	5906	DELRAY BEACH
56434229240000040	0.9713	3100 AVENUE J		33406	5813	RIVIERA BEACH
00424434000005050	14.8763	6000 OAK ROYAL DR		33404	5906	LAKE WORTH
00424327050470151	30.0009	6500 LE CHALET BLVD		33404	5906	BOYNTON BEACH
73424419100030000	9.5320	9720 STRIBLING WAY		33404	5906	WELLINGTON
56434229240000023	0.1633	3201 AVENUE I		33404	5906	RIVIERA BEACH
41404325000001610	29.9139	16020 OKEECHOBEE BLVD		33404	5906	LOXAHATCHEE
00424224000005020	10.9853	8330 N MILITARY TRL		33404	5906	PALM BEACH GARDENS
00414711010630000	19.7668	19500 CORAL RIDGE DR		33404	5906	BOCA RATON
73424419100020000	11.7947	9950 STRIBLING WAY		33404	5906	WELLINGTON
00424327050770010	59.0154	20101 LYONS RD		33404	5906	BOCA RATON
74434316000020030	3.9500	1601 N TAMARIND AVE		33404	5906	WEST PALM BEACH
70434407000007130	16.0563	1560 KIRK RD		33404	5906	PALM SPRINGS
74434409050006750	0.1320	6900 PARKER AVE		33404	5906	WEST PALM BEACH
74434333070000041	8.6222	3000 PARKER AVE		33404	5906	WEST PALM BEACH
74434333140000130	1.9807	836 OMAR RD		33404	5906	WEST PALM BEACH
56434229240000032	0.7894	3132 AVENUE J		33404	5906	RIVIERA BEACH
04374405010030010	18.7369	1000 SE AVENUE G		33404	5906	BELLE GLADE
74434404000005000	7.0000	835 PALMETTO ST		33404	5906	WEST PALM BEACH
00404234000001030	28.5990	6775 180TH AVE N	N	33404	5906	LOXAHATCHEE
73414423060050000	27.0485	11901 LAKE WORTH RD		33404	5906	WELLINGTON
06424725030180030	0.2071	299 SW 12TH AVE		33404	5906	BOCA RATON
74434316010130050	0.3385	820 10TH ST		33404	5906	WEST PALM BEACH
00424326020000302	0.4477	1478 N STACY ST		33404	5906	WEST PALM BEACH
40434504000010100	8.1800	710 W OCEAN AVE		33404	5906	LANTANA
08434521140005080	8.7026	1203 N SEACREST BLVD		33404	5906	BOYNTON BEACH
74424315020050000	14.9648	3550 N JOG RD		33404	5906	WEST PALM BEACH
56434229240000033	0.0815	3128 AVENUE J		33404	5906	RIVIERA BEACH
00424414010170010	2.4900	5665 WILLMETTE DR		33404	5906	WEST PALM BEACH
00434405000110010	0.6400	W PATRICK CIR		33404	5906	WEST PALM BEACH
00424326020000312	1.1511	5361 STACY ST		33404	5906	WEST PALM BEACH
74424301020000392	1.5974	3350 45TH ST		33404	5906	WEST PALM BEACH
00424327050030332	0.9800	SKEES RD		33404	5906	WEST PALM BEACH
38434421152190100	1.0851	705 S K ST		33404	5906	LAKE WORTH
00424419070030000	22.4840	3550 LYONS RD		33404	5906	LAKE WORTH
12434618630020000	12.5650			33404	5906	DELRAY BEACH

12434618630010000	29.7617	180 DAVIS RD		33404	5906	DELRAY BEACH
73414409020000091	13.1102	13800 GREENBRIAR BLVD		33404	5906	WELLINGTON
30424113000003050	20.0200	4750 DAKOTA DR		33404	5906	JUPITER
04374331010030010	18.6500	500 NW AVENUE L		33404	5906	BELLE GLADE
08434507000001020	4.0500	HYPOLUXO RD		33404	5906	COUNTY OF PALM BEACH
74434409050006690	0.1365	6914 PARKER AVE		33404	5906	WEST PALM BEACH
56434229240000012	0.5443	3209 AVENUE I		33404	5906	RIVIERA BEACH
06424702000001060	18.4400	2051 CLINT MOORE RD		33404	5906	BOCA RATON
74434316040420010	0.0946	1126 L A KIRKSEY ST		33404	5906	WEST PALM BEACH
56434229240000073	0.3444	2936 AVENUE J		33404	5906	RIVIERA BEACH
00434407080001550	0.3100	1135 HIGH RD		33404	5906	WEST PALM BEACH
36434220010660010	0.5675	404 EVERGREEN DR		33404	5906	LAKE PARK
36434220010660450	0.4099	405 DATE PALM DR		33404	5906	LAKE PARK
36434220010700010	3.6715	410 3RD ST 1		33404	5906	LAKE PARK
00424327050030230	2.4994	7326 PALMDALE RD		33404	5906	WEST PALM BEACH
00424327050030220	4.9987	7270 PALMDALE RD		33404	5906	WEST PALM BEACH
12434604000007320	4.4703	2228 SEACREST BLVD		33404	5906	DELRAY BEACH
00424512040090010	23.7787	7685 S MILITARY TRL		33404	5906	LAKE WORTH
48374217020030010	15.0795	560 E MAIN PL		33404	5906	PAHOKEE
70434407000005150	28.4100	3300 FOREST HILL BLVD A		33404	5906	PALM SPRINGS
00424402010000182	11.7500	5759 GUN CLUB RD		33404	5906	WEST PALM BEACH
00434330030470160	16.4634	1545 LOXAHATCHEE DR		33404	5906	WEST PALM BEACH
00424327050030252	4.0042	7180 PALMDALE RD		33404	5906	WEST PALM BEACH
00424327050030251	2.0000	PALMDALE RD		33404	5906	WEST PALM BEACH
00424327050030260	2.0000	7096 PALMDALE RD		33404	5906	WEST PALM BEACH
00424327050030261	3.9192	PALMDALE RD		33404	5906	WEST PALM BEACH
00424327050030210	2.4994	PALMDALE RD		33404	5906	WEST PALM BEACH
18424426000001020	30.4787	5332 LAKE WORTH RD		33404	5906	GREENACRES
00414425090010000	19.9971	10775 LAKE WORTH RD		33404	5906	LAKE WORTH
74434316050530020	12.2740	1101 GOLF AVE		33404	5906	WEST PALM BEACH
00414722070250000	16.3925	21601 SHOREWIND DR		33404	5906	BOCA RATON
74434316000020020	27.4264	1220 15TH ST		33404	5906	WEST PALM BEACH
00404222000001030	60.0001	180TH AVE N	N	33404	5906	
06434730040000490	3.8296	103 SW 1ST AVE		33404	5906	BOCA RATON
12434620010050010	13.5993	1041 SW 7TH AVE		33404	5906	DELRAY BEACH
00424414010190012	9.9989	5555 PURDY LN		33404	5906	WEST PALM BEACH
00424327050280570	8.9393	4906 LYONS RD		33404	5906	LAKE WORTH
74434329000001060	5.3500	1400 N FLORIDA MANGO RD		33404	5906	WEST PALM BEACH
00424528180190000	12.9150	10565 HAGEN RANCH RD		33404	5906	BOYNTON BEACH
70424413000001070	19.8385	4200 PURDY LN		33404	5906	PALM SPRINGS
00434407000003050	9.5800	1060 KIRK RD		33404	5906	WEST PALM BEACH
22424326000005020	2.0900	1239 TRAILAWAY LN		33404	5906	HAVERHILL
73414404040000000	19.9773	13000 PADDOCK DR		33404	5906	WELLINGTON
00414232000001820	48.4483	14200 ORANGE BLVD		33404	5906	LOXAHATCHEE
18424327050140040	19.9600	6680 DILLMAN RD		33404	5906	GREENACRES
06424725030180040	0.2071	301 SW 12TH AVE		33404	5906	BOCA RATON
08434530010300050	0.9400	BOYNTON BEACH BLVD		33404	5906	COUNTY OF PALM BEACH
06424703000005010	59.4263	5100 JOG RD		33404	5906	BOCA RATON
08434517080000390	3.6040	4975 PARK RIDGE BLVD		33404	5906	BOYNTON BEACH
74434309180010000	8.3829	400 40TH ST		33404	5906	WEST PALM BEACH
12424612000001090	19.0000	4243 SABAL LAKES RD		33404	5906	DELRAY BEACH
77414305000001010	56.4270	5949 140TH AVE N	N	33404	5906	WEST PALM BEACH
52424212000005250	40.5976	4245 HOLLY DR		33404	5906	PALM BEACH GARDENS
08434530010310050	38.1490	101 S CONGRESS AVE		33404	5906	BOYNTON BEACH
00424312000007090	4.7506	HAVERHILL RD		33404	5906	
30424114010160020	18.9177	4001 GREENWAY DR		33404	5906	JUPITER

18424423010090010	8.6629	405 JACKSON AVE		33404	5906	GREENACRES
18424416000001000	17.5000	2200 PINEHURST DR		33404	5906	GREENACRES
00434406000005030	29.9800	3300 SUMMIT BLVD		33404	5906	WEST PALM BEACH
52424133020250000	32.7035	12649 IBIZA DR		33404	5906	PALM BEACH GARDENS
08434517080000401	1.4037			33404	5906	BOYNTON BEACH
74434410000007030	9.9000	7101 S OLIVE AVE		33404	5906	WEST PALM BEACH
70434418070010110	7.6000	101 DAVIS RD		33404	5906	PALM SPRINGS
74424311010010020	24.7952	5115 47TH PL N	N	33404	5906	WEST PALM BEACH
00414711010090000	19.7629	19400 CORAL RIDGE DR		33404	5906	BOCA RATON
00424627000005030	10.5000	6201 MORIKAMI PARK RD		33404	5906	DELRAY BEACH
58364415000001040	20.0601	1321 PALM BEACH RD		33404	5906	SOUTH BAY
74434316080001381	0.0754	WINDSOR AVE		33404	5906	WEST PALM BEACH
56434229580000030	0.2100	690 W 29TH ST		33404	5906	RIVIERA BEACH
12434617000007060	9.2600	301 SW 14TH AVE		33404	5906	DELRAY BEACH
12424613000005020	27.3939	101 BARWICK RD		33404	5906	DELRAY BEACH
04374331010140030	6.0000	NW 7TH ST		33404	5906	BELLE GLADE
00414722060000000	56.6270	12811 GLADES RD		33404	5906	BOCA RATON
72414315070000142	7.3205	11911 OKEECHOBEE BLVD		33404	5906	ROYAL PALM BEACH
74434316140010160	4.9437	2222 SPRUCE AVE		33404	5906	WEST PALM BEACH
38434421152180070	7.0317	805 N K ST		33404	5906	LAKE WORTH
52434218000005080	20.4000	9480 MACARTHUR BLVD		33404	5906	PALM BEACH GARDENS
74434409030000670	24.4492	6901 PARKER AVE		33404	5906	WEST PALM BEACH
38434421152150010	4.5526	716 S K ST 1		33404	5906	LAKE WORTH
00424510180190010	40.7957	7900 S JOG RD		33404	5906	LAKE WORTH
38434421040070011	4.8260	1200 BARNETT DR		33404	5906	LAKE WORTH
77404312000003040	54.1148	4601 SEMINOLE PRATT WHITNEY RD		33404	5906	LOXAHATCHEE
00424327050110192	14.9920	407 MARGINAL RD		33404	5906	WEST PALM BEACH
04374331010280010	8.5340	1102 W AVENUE A		33404	5906	BELLE GLADE
00434506030120021	9.9959	6300 SEMINOLE DR		33404	5906	LAKE WORTH
00424329180230000	1.3799			33404	5906	
00404327010030020	15.6560			33404	5906	
41414317019080090	2.0600	14366 CITRUS DR		33404	5906	LOXAHATCHEE
06424725030170090	0.2066	SW 12TH AVE		33404	5906	BOCA RATON
00424510180120020	7.5611			33404	5906	
48374208010130020	15.0219	1205 LARRIMORE RD		33404	5906	PAHOKEE
00374133030260090	16.0879	37000 MAIN ST		33404	5906	CANAL POINT
00424329180180000	13.9284	1765 N BENOIST FARMS RD		33404	5906	WEST PALM BEACH
56434232000001080	17.0000	1160 AVENUE N		33404	5906	RIVIERA BEACH
06424712000007050	28.5794	1798 NW SPANISH RIVER BLVD		33404	5906	BOCA RATON
72414324000005010	55.0000	10600 OKEECHOBEE BLVD		33404	5906	ROYAL PALM BEACH
72414325160000150	5.7200	420 BUSINESS PKWY		33404	5906	ROYAL PALM BEACH
74424312030020170	30.4271	3505 SHENANDOAH DR		33404	5906	WEST PALM BEACH
00424312000007030	14.6921	4075 WILLOW POND RD		33404	5906	WEST PALM BEACH
56434232070006340	0.1359	400 AVENUE L		33404	5906	RIVIERA BEACH
56434232010520010	8.3472	1057 W 6TH ST		33404	5906	RIVIERA BEACH
06424703090250030	24.3610	5775 JOG RD		33404	5906	BOCA RATON
56434229240000062	0.2812	AVENUE J		33404	5906	RIVIERA BEACH
00374319000003050	58.9932	2625 STATE ROAD 715		33404	5906	BELLE GLADE
00424324000007400	7.0900	2161 N MILITARY TRL		33404	5906	WEST PALM BEACH
38434421020180010	11.7683	500 HIGHLAND AVE		33404	5906	LAKE WORTH
74424328160030000	12.0042	1950 BENOIST FARMS RD		33404	5906	WEST PALM BEACH
00424419070030000	22.4840	3550 LYONS RD		33404	5906	LAKE WORTH
72414325160000290	1.9333			33404	5906	WEST PALM BEACH
52434207450010000	10.3148	10060 RIVERSIDE DR		33404	5906	PALM BEACH GARDENS
12434608280000010	12.3486	901 NW 3RD ST		33404	5906	DELRAY BEACH
00434506030120070	1.5393			33404	5906	COUNTY OF PALM BEACH

1243460400007350	26.6631	2501 SEACREST BLVD		33404	5906	DELRAY BEACH
08434605000030010	19.1245	1300 SW 30TH AVE		33404	5906	BOYNTON BEACH
08434605000030020	9.9900	1300 SW 30TH AVE		33404	5906	BOYNTON BEACH
56434229240000031	0.1007	3136 AVENUE J		33404	5906	RIVIERA BEACH
72414325160000280	1.4202			33404	5906	WEST PALM BEACH
00434506030120030	3.1556			33404	5906	LAKE WORTH
12434609390000388	10.3215	1712 NE 2ND AVE		33404	5906	DELRAY BEACH
73414407010010000	33.7675	1100 AERO CLUB DR		33404	5906	WELLINGTON
30424124080160000	14.6900	150 SCHOOLHOUSE RD		33404	5906	JUPITER
50434323050210080	2.4606	239 COCOANUT ROW		33404	5906	PALM BEACH
00424327050280592	4.6821	POLO RD		33404	5906	COUNTY OF PALM BEACH
52424202000001010	55.0463	5150 117TH CT N	N	33404	5906	PALM BEACH GARDENS
56434228640020000	5.0650	600 W 28TH ST		33404	5906	RIVIERA BEACH
56434228640020000	5.0650	600 W 28TH ST		33404	5906	RIVIERA BEACH
74434321010330021	19.3237	501 S SAPODILLA AVE		33404	5906	WEST PALM BEACH
00374133030170021	4.2665	12451 EVERGLADES ST		33404	5906	CANAL POINT
30424102000007060	17.5778	800 MAPLEWOOD DR 101E		33404	5906	JUPITER
74424301020000880	42.4806	3505 SHILOH DR		33404	5906	WEST PALM BEACH
00424327050380011	26.3300	6151 HAGEN RANCH RD		33404	5906	LAKE WORTH
00424327050280550	18.9388	POLO RD		33404	5906	LAKE WORTH
00424327050280541	2.4557	8755 47TH PL S	S	33404	5906	LAKE WORTH
06424725030170110	0.2268	SW 12TH AVE		33404	5906	BOCA RATON
06424725030180010	0.2339	201 SW 12TH AVE		33404	5906	BOCA RATON
08434605000030030	9.9900	1302 SW 30TH AVE		33404	5906	BOYNTON BEACH
06424725030170102	0.0021	SW 12TH AVE		33404	5906	BOCA RATON
00424327050280543	2.4698	4864 MARGINADA WAY		33404	5906	LAKE WORTH
00424326020000270	1.5326	1437 N STACY ST		33404	5906	WEST PALM BEACH
00424326020000170	5.7832	5350 STACY RD		33404	5906	WEST PALM BEACH
06424725000003050	10.0000	199 SW 12TH AVE		33404	5906	BOCA RATON
30424101000007120	50.7958	500 MILITARY TRL		33404	5906	JUPITER
56434229040070240	38.4644	1695 W BLUE HERON BLVD		33404	5906	RIVIERA BEACH
00374133030260090	16.0879	37000 MAIN ST		33404	5906	CANAL POINT
74424315030130000	33.7916	3777 N JOG RD		33404	5906	WEST PALM BEACH
38434416230000010	13.9500	1300 BARNETT DR		33404	5906	LAKE WORTH
73414331060010000	15.0000	15101 BENT CREEK RD		33404	5906	WELLINGTON
00414714010050000	30.0000	11584 PALMETTO PARK RD		33404	5906	BOCA RATON
73414416140000000	15.1883	13900 GREENBRIAR BLVD		33404	5906	WELLINGTON
00424721010040000	20.0141	7900 DEL PRADO CIR N	N	33404	5906	BOCA RATON
72414327000005030	20.0004	133 PARK RD N	N	33404	5906	ROYAL PALM BEACH
06424713030010000	35.6058	1501 NW 15TH CT		33404	5906	BOCA RATON
56434230000001030	8.8600	1709 W 30TH ST		33404	5906	RIVIERA BEACH
00424503020000190	15.0000	7001 CHARLESTON SHORES BLVD		33404	5906	LAKE WORTH
00424327050330111	25.8010	5200 LYONS RD		33404	5906	LAKE WORTH
18424424010000060	48.7524	4701 10TH AVE N	N	33404	5906	GREENACRES
18424327050210391	11.2500	6601 CONSTITUTION WAY		33404	5906	GREENACRES
68434216020060010	9.9214	401 ANCHORAGE DR		33404	5906	NORTH PALM BEACH
08434516290000530	49.4900	4975 PARK RIDGE BLVD		33404	5906	BOYNTON BEACH
74434305000007020	24.8800	1725 ECHO LAKE DR		33404	5906	WEST PALM BEACH
56434230000005080	12.4067	1901 AVENUE S		33404	5906	RIVIERA BEACH
00434506000007010	92.8603	6650 LAWRENCE RD		33404	5906	LAKE WORTH

20C-48K GENERAL CONDITIONS FOR BIDS

The General Conditions for Bids, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.
3. **BIDS:** Bids will be received electronically through a secure site at BidSync.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches BidSync on or before the closing date and hour as indicated in this bid document.
4. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.
5. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
6. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
7. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**
 - A. The School Board reserves the right to terminate this Contract for convenience, at any time and for no reason, upon giving thirty (30) days prior written notice to Bidder. If the Contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under the Contract. The School Board will only be required to pay to the Bidder that amount of the Contract actually satisfactorily performed to the date of termination. The Bidder shall not be entitled under any theory to payment for work not actually performed or lost profits.

- B. If the Bidder materially breaches its obligations under this Contract, the Superintendent will provide written notice of the deficiency by forwarding a notice citing the specific nature of the material breach. The Bidder shall have thirty (30) days to cure the breach. If the Bidder fails to cure the breach within the thirty (30) day period, the Superintendent shall issue a Notice of Termination for Default. Once the Superintendent has notified the Bidder that it has materially breached its Contract with the School Board, the Superintendent shall recommend to the School Board that it terminates the Contract for Cause. Notwithstanding the foregoing, the School Board reserves the right to terminate this Contract immediately with cause if necessary to protect the health, safety, and/or welfare of the School District's students or employees. The School Board shall review and consider the Superintendent's recommendation and determine whether the Bidder should be suspended from doing future work with the School Board, and if so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Bidder should be debarred, and if so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Bidder should be debarred, and if so, for what period of time. Should the School Board terminate for default in accordance with this provision, the School Board shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity. For purposes of this Section, a "material breach" shall be defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract.

The Bidder shall have the option to terminate the Contract upon written notice to the Director of Purchasing. Such notice must be received at least sixty (60) days prior to the effective date of termination. Early termination of the Contract by the Bidder may result in removal from bidders/responder list and may result in Bidder being debarred. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

- C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

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

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

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein”.

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C306
West Palm Beach, FL 33406

To Contractor:

8. **BIDDERS' RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

The Board objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

9. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

10. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.
11. **DISQUALIFYING CRIMES:** The bidder 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 the State of Florida or Federal Government. Further, the bidder certifies that it will divulge information regarding any of these actions or proposed actions with other governmental agencies. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not provide any goods or services or transact business with The School District of Palm Beach County, Florida for a period of 36 months from the date of being placed on the convicted vendor list.
12. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.
13. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at BidSync.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

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

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

14. **GOVERNING LAW AND VENUE:** The Contract Documents shall be construed in accordance with the laws of the State of Florida, without regard to conflict of laws provisions. If any litigation shall result from the Contract Documents, the parties shall submit to the jurisdiction of the State Courts of the 15th Judicial Court and exclusive venue shall lie in Palm Beach County, Florida. BY ENTERING INTO THIS AGREEMENT, VENDOR AND SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.
15. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.
16. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
17. **TERMINATION:** This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause for reasons including, but not limited to, Vendor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created to Section 215.473, Florida Statutes, or if the Vendor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

This Agreement may also be terminated for convenience by the School District of Palm Beach County, Florida

In the event this Agreement is terminated for convenience, Vendor shall be paid for any goods or services properly performed under the Agreement through the termination date specified in the written notice of termination. Vendor acknowledges and agrees that it has received good, valuable and sufficient consideration from The School Board of Palm Beach County, Florida, the receipt and adequacy of which are, hereby acknowledged by Vendor, for The School Board of Palm Beach County, Florida's right to terminate this agreement for convenience.

18. **SUB-CONTRACTING:**

If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted to the District. If subcontractors are used while schools are open, they must first conform to the requirements to the Jessica Lunsford Act as outlined in the General Conditions document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. Vendors are encouraged to seek MWBE/SBE business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

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

20. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

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

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

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

21. **PRODUCT RECALL:** In the event the awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

22. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
23. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

24. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

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

The Bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. The Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. The Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

26. **COMPLAINT NOTIFICATIONS:** As part of its bid, Bidder shall provide to the District a list of all instances within the past ten (10) years where a complaint was filed against Bidder in a legal or administrative proceeding, regardless of whether the complaint has been resolved or is currently pending, alleging that Bidder discriminated against an employee, independent contractor, subcontractor, vendor, supplier, or commercial customer on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability, in violation of applicable Federal and/or Florida law.

The Bidder must provide a description of each of the complaint(s) and: (i) the terms of resolution of all adjudicated/settled complaints, including any remedial action taken by Bidder; and (ii) the status of, and Bidder's response to, all pending complaints.

The School District will consider a Bidder's complaint history information in its review and determination of responsibility. The failure of a Bidder to comply with the requirements in this Section will result in Bidder being deemed non-responsive by the Director of Purchasing. If no complaints have been filed within 10 years, please so state on Company Letterhead and upload with your response as proof.

27. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

28. **INDEMNIFICATION AND HOLD HARMLESS:** Bidder shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School 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 there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or

alleged negligent act or omission of the vendor, Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or

- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
- C. liens, claims or actions made by the vendor or any subcontractor or other party performing the work; or
- D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

29. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

30. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.
31. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

- 32. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 33. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations as well as School Board policies that in any manner affect the items covered by this Purchase Order herein apply and must be adhered to by the vendor. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

In addition, if applicable, vendor compliance is required for the following: Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, as amended.

- 34. **GOVERNMENT FUNDING:** Funding for this Agreement and the individual POs may be provided in whole or in part by one or more U.S. Government funding agencies. As a result, Vendor shall comply with the applicable laws and regulations listed below, the entire terms and conditions of which are fully incorporated herein, or as amended:

Rights to Inventions Made Under a Contract or Agreement
Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145)
Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)
Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
Byrd Anti-Lobbying Amendments (31 U.S.C. 1352)
Energy Policy and Conservation Act (42 U.S.C. 6201 or Pub.L. 94-163, 89 Stat. 871)
Recovered Materials - Must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and Environmental Protection Agency (EPA) at 40 CFR part 247.

Compliance with 44 CFR and 2 CFR Part-200

Services required may include, but not be limited to, all scope of services needed to be performed, and must be performed in a manner that meets the requirements of all County and any Federal, State or Local funding agency such as FEMA, FHWA, EPA, HUD/CDBG-DR, NRCS, CWCB or others when required. Specifically the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the governing regulations along with any and all other relevant Federal, State and Local laws, regulations, codes and ordinances or as amended.

44 CFR is available online at :: https://www.ecfr.gov/cgi-bin/text-idx?SID=1fbfda40f0e13a99556ddb6ea7eb23b&mc=true&node=ap2.1.200_1521.ii&rqn=div9

35. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
36. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
37. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
38. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

39. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
40. **SAMPLES, DEMONSTRATIONS AND TESTING:**
- A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
 - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
 - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
41. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.
42. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
43. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
44. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special

Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

45. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.
46. **ORDERING PROCEDURE:** Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

- No item may be shipped or service performed that is not listed on the purchase order.**
47. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at BidSync.com on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.
48. **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(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order 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 included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

49. **TIE BID:** According to FS 287.087, in the event of a tie, preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more responses are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place program, preference shall be awarded to the vendor who is certified as an SBE certified vendor with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the tie will be resolved by a coin toss. The vendor whose company's name comes first in the alphabet will be assigned "heads" and the second vendor will be assigned "tails". The coin will be tossed a minimum of three times. The vendor whose side of the coin selected wins two out of three times will be the named as the first ranked proposer and recommended

for award. In the event of a 3-way (or more) tie, the vendor's company name will be chosen in a drawing.

50. **INTERPRETATIONS:** Neither BidSync nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
51. **SPECIAL CONDITIONS:** To the extent that any conflict exists between the provisions of the General Conditions, the Special Conditions, and bidder's proposal, the order of precedence to resolve a conflict shall apply: 1) the Special Conditions, 2) the General Conditions, and all exhibits thereto, including any addenda, 3) Contractor's response to the ITB, including any appendix and exhibits.
52. **DISPUTE RESOLUTION:** As a condition precedent to a party bringing any suit for breach of contract related to this bid, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The existence of a dispute shall not excuse the parties from performance pursuant to this bid. This remedy is supplemental to any other remedies available at law.
53. **WAIVER PROVISION:** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this bid and, therefore, is a material term hereof. Any party's failure to enforce any provision of this bid shall not be deemed a waiver of such provision or modification of this bid. A waiver of any breach of a provision of this bid shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this bid.
54. **Trade Secrets: Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.**

By submitting its bid, Bidder understands and waives any claim of confidentiality, including trade secrets, to its pricing and/or cost of service related submittals.

Any Bidder that intends to assert that certain materials are exempt from public disclosure under Chapter 119, Florida Statutes must submit the documents in a separate bound document or file labeled "Name of Firm, Attachment to Proposal Package. Bid# - Confidential Matter." In addition, the firm must identify the specific statute that authorizes the exemption from Chapter 119, Florida Statutes. CD or DVDs included in a submittal must also comply with this requirement and the firm must separate any CD or DVDs claimed to be confidential.

Any claim of confidentiality on materials that the Proposer asserts to be exempt and placed elsewhere in the submittal will be considered waived by the Proposer upon submission, upon opening.

The School District will provide Proposer with prompt notice by phone and/or email of any request for public records in which that Proposer has claimed an exemption information being a Trade Secret so that the Proposer may see, at its sole expense, an appropriate protective order from a court of competent jurisdiction. In the event the Proposer elects not to seek an appropriate protective order or is unable to obtain such an order within no later than ten (10) business days following receipt of notice, the Proposer agrees and

consents that the School District shall be permitted to respond to the public records request with the response not being deemed a breach by the School Board of its obligations under the Agreement or the Florida Statutes governing Trade Secret exemptions. The Proposer would then be waiving any rights relating to Trade Secrets under Florida Law. Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgements, attorneys' fees or cost incurred by School Board as a result of the School District's providing the records in response to the public records request or withholding them based on Proposer's assertion of the Trade Secret exemption.

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

PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(Must be completed & submitted with each competitive solicitation)

Name of Proposer:

Identify the state in which the Proposer has its principal place of business:

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

- The Proposer's principal place of business is in the State of and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.
- The Proposer's principal place of business is in the State of and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

- The Proposer's principal place of business is in the political subdivision of and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.
- The Proposer's principal place of business is in the political subdivision of and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting preference(s)]:

Signature of out-of-state Proposer's attorney:

Printed name of out-of-state Proposer's attorney:

Address of out-of-state bidder's attorney:

Telephone Number of out-of-state bidder's attorney: ()

Email address of out-of-state bidder's attorney:

Attorney's states of bar admission:

Proposer's Printed Name: Signature

Company Name:

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Date: May 15, 2020

ADDENDUM NO.: 1

INVITATION TO BID NO.: 20C-48K

TITLE: TERM CONTRACT FOR AERIAL PHOTOGRAPHY

RETURN DATE: MAY 21, 2020, 2:00 P.M. EST

This addendum modifies the above listed Invitation to Bid as follows:

Now Reads:

Special Conditions, Paragraph B, Delivery:

DELIVERY: Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.

Change to Read:

Special Conditions, Paragraph B, Delivery:

DELIVERY: Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. **PRICES SHALL INCLUDE ALL CHARGES INCLUSIVE, BUT NOT LIMITED TO, PACKAGING, HANDLING, FREIGHT, SHIPPING, FUEL, DISTRIBUTION AND INSIDE DELIVERY.** All deliveries made to schools and departments shall require inside delivery unless otherwise specified.

VENDOR SHALL ACKNOWLEDGE INITIAL REQUEST FOR SERVICES WITHIN 72 HOURS OF NOTIFICATION. DELIVERY OF COMPLETED PHOTOGRAPHY SHALL BE REQUIRED WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIPT OF PURCHASE ORDER AND WRITTEN OR VERBAL REQUEST FOR SERVICES. IF VERBAL A REQUEST IS MADE, A WRITTEN REQUEST SHALL FOLLOW.

Questions and Answers:

Question 1: How strict is the '3 years of experience' requirement? I have a little over 2 years.

Answer 1: Please provide your references and they will be reviewed.

Question 2: How many schools are included in this contract? I see online Palm Beach has appx 180 schools. I also see an "Owned Parcels" form on the Documents list, which seems like more than 180 locations.

Answer 2: The owned parcels list includes school buildings, ancillary facilities as well as empty parcels of land. The District will typically only be requesting pictures from the parcels that actually have District buildings on them.

INVITATION TO BID NO. 20C-48K

ADDENDUM #1

Page 2

Question 3: I notice the contract duration is 3 years. Is each school required to be photographed once "per" year? Or photographed "only once" within the 3 years?

Answer 3: Photos shall be requested as needed. Generally, this will be as a result of an incoming storm to provide FEMA with before and after photos, for damage documentation. There is no specific number of photos anticipated or guaranteed.

Question 6: Can you provide examples of photographs that were previously taken of the schools and other buildings?

Answer 6: For security reasons, this information cannot be provided.

Question 7: Would a mosaic image of the properties that has a finished size of up to 200 inches wide at 300 dpi and provides high-resolution details of the grounds and buildings be sufficient for the horizontal images?

Answer 7: No.

Question 8: As you are aware, drones may be required to file for a waiver to fly in controlled airspace. Class C airspace requires typically a greater time period to be approved for the waiver. Is this taken into consideration when you have assigned a school property to be filmed within a certain time frame?

Answer 8: Vendor is required to provide photographs as specified in the bid, within the time specified, noted in the revised Special Conditions, Paragraph B, "Delivery", provided in this addendum.

Question 9: What is the completion rate per month that is expected? Is their priority schools that need to be completed immediately?

Answer 9: Dependent on whether or not our area falls under a hurricane watch/warning or other emergency, the District may need pre- or post-storm damage photographs for multiple events. A set of photographs may be requested before and after a major storm. There is no guarantee photographs will be required.

Please refer to revised Special Conditions, Paragraph B, "Delivery" included with this Addendum for response and delivery requirements.

Question 10: Please correct my question regarding airspace to read class B airspace, not C

Answer 10: Vendor is required to provide photographs as specified in the bid, within the time specified, noted in the revised Special Conditions, Paragraph B, "Delivery", provided in this addendum.

Question 11: I am a vendor or Palm Beach County, but not the Palm Beach County School system. Am I still eligible for this bid and will I be penalized on a point system?

Answer 11: The requirements to participate in this bid are specified within this bid.

Question 12: Do the photographs need to be oriented in any particular compass heading?

Answer 12: The District prefers top of photograph to be North compass heading.

Question 13: To correctly plan allocation of resources and determine if my company can meet your line item orders, would your office please clearly define the mission parameters? Those being your projected schedule for the properties to be filmed, acceptable time allocated to gather and deliver those photographs to your office, and if you have a policy regarding unforeseeable obstacles preventing such delivery.

Answer 13: Please refer to Special Conditions, Paragraph B, "Delivery" included with this Addendum for response and delivery requirements.

INVITATION TO BID NO. 20C-48K

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ADDENDUM #1

Question 14: Within the district owned parcels document, we observed some mismatches and empty spaces within the entries. Can the Palm Beach County state the total number of schools that need to be aerial photographed.

Answer 14: There are approximately 210 locations, which can vary. Photos shall be requested as needed. Generally, this will be as a result of an incoming storm to provide FEMA with before and after photos, for damage documentation. There is no specific number of photos anticipated or guaranteed.

Question 15: Is there a KML/shapefile of the properties/schools that need to be photographed?

Answer 15: Please refer to Geo Nav Site: maps.co.palm-beach.fl.us/cwgis/mygeonav.html as well as the "District Owned Parcels Document" included with this bid for site information.

Question 16: ACI USA INC plans to collect 20-30 schools per flight. Is there a specific schedule you would want to follow for the imagery to be collected?

Answer 16: Please refer to Special Conditions, Paragraph B, "Delivery" included with this Addendum for response and delivery requirements.

Specific to 20C-48K--01-02 - Three (3) Hi-Resolution Aerial View Images Per School, Downloaded To DVD

Question 1: How long does my company have to film all of the schools and additional properties?

Answer 1: Please refer to revised Special Conditions, Paragraph B, "Delivery" included with this Addendum for response and delivery requirements.

Remove Document:

PBSD 1525 Letter of Intent – SBE Subcontractor Participation

New Document:

20C-48K Form 1525 Letter of Intent – SBE Subcontractor Participation

Your electronic signature on the Bidder Acknowledgement form will recognize receipt of this addendum.



[Janet Butts \(May 15, 2020\)](#)

Jan Butts, Purchasing Agent



[Genell Mcmann \(May 15, 2020\)](#)

Genell McMann, General Manager of Purchasing

Posting of Conditions/Specifications

This Addendum will be posted for review by interested parties, at BidSync.com on the date of the Addendum electronic mailing and will remain posted for a period of 72 hours. Failure to file a protest on any changes to the specifications contained in the Addendum within the time prescribed in section 120.57 (3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120 Florida Statutes, and applicable School Board rules, regulations and policies.

Any person who files an action protesting the specifications contained in this Addendum, pursuant to Section [120.57\(3\)\(b\)](#), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured

INVITATION TO BID NO. 20C-48K

ADDENDUM #1

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by an acceptable surety company in Florida payable to the School Board of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

Question and Answers for Bid #20C-48K - Term Contract for Aerial Photography

Overall Bid Questions

Question 1

How strict is the '3 years of experience' requirement? I have a little over 2 years. Thank you. (Submitted: Apr 29, 2020 4:26:39 PM EDT)

Question 2

How many schools are included in this contract? I see online Palm Beach has appx 180 schools. I also see an "Owned Parcels" form on the Documents list, which seems like more than 180 locations. Please advise. (Submitted: Apr 29, 2020 4:31:35 PM EDT)

Question 3

I notice the contract duration is 3 years. Is each school required to be photographed once "per" year? Or photographed "only once" within the 3 years? Thank you. (Submitted: Apr 29, 2020 4:34:55 PM EDT)

Question 4

PBSD 1525 LETTER OF INTENT WAS UNABLE TO DOWNLOAD THE INFORMATION THAT NEEDED TO BE FILLED OUT. WHAT SHOULD I DO TO GET THAT INFORMATION DOWNLOADED. (Submitted: Apr 30, 2020 12:07:35 PM EDT)

Question 5

What is the expected annual size of this award? (Submitted: Apr 30, 2020 4:49:16 PM EDT)

Question 6

Can you provide examples of photographs that were previously taken of the schools and other buildings? (Submitted: May 2, 2020 1:17:43 PM EDT)

Question 7

Would a mosaic image of the properties that has a finished size of up to 200 inches wide at 300 dpi and provides high-resolution details of the grounds and buildings be sufficient for the horizontal images? (Submitted: May 2, 2020 1:24:19 PM EDT)

Question 8

As you are aware, drones may be required to file for a waiver to fly in controlled airspace. Class C airspace requires typically a greater time period to be approved for the waiver. Is this taken into consideration when you have assigned a school property to be filmed within a certain time frame? (Submitted: May 5, 2020 7:55:14 PM EDT)

Question 9

What is the completion rate per month that is expected?
Is their priority schools that need to be completed immediately? (Submitted: May 5, 2020 8:00:17 PM EDT)

Question 10

Please correct my question regarding airspace to read class B airspace, not C (Submitted: May 6, 2020 5:56:39 PM EDT)

Question 11

I am a vendor or Palm Beach County, but not the Palm Beach County School system. Am I still eligible for this bid and will I be penalized on a point system? **(Submitted: May 6, 2020 5:59:55 PM EDT)**

Question 12

Do the photographs need to be oriented in any particular compass heading? **(Submitted: May 6, 2020 6:45:58 PM EDT)**

Question 13

To correctly plan allocation of resources and determine if my company can meet your line item orders, would your office please clearly define the mission parameters? Those being your projected schedule for the properties to be filmed, acceptable time allocated to gather and deliver those photographs to your office, and if you have a policy regarding unforeseeable obstacles preventing such delivery. **(Submitted: May 10, 2020 6:20:48 PM EDT)**

Question 14

within the district owned parcels document, we observed some mismatches and empty spaces within the entries. Can the palm beach county state the total number of schools that need to be aerial photographed. **(Submitted: May 11, 2020 11:42:08 AM EDT)**

Question 15

Is there a KML/shapefile of the properties/schools that need to be photographed **(Submitted: May 11, 2020 11:43:22 AM EDT)**

Question 16

ACI USA INC plans to collect 20-30 schools per flight. Is there a specific schedule you would want to follow for the imagery to be collected ? **(Submitted: May 11, 2020 11:47:59 AM EDT)**

20C-48K-01-02 - Three (3) Hi-Resolution Aerial View Images Per School, Downloaded To DVD

Question 1

How long does my company have to film all of the schools and additional properties. **(Submitted: Apr 29, 2020 6:36:18 PM EDT)**