

PIGGYBACK AGREEMENT FOR TELEPHONE SYSTEMS MAINTENANCE AND EQUIPMENT

THIS PIGGYBACK AGREEMENT (the "Agreement") is entered into as of the Effective Date defined in Section 3A, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Forerunner Technologies, Inc., (the "Vendor"), a Delaware corporation, 150-M Executive Drive, Edgewood NY 11717, and whose Federal Employer Identification Number is 59-2937938.

WHEREAS, the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

WHEREAS, the County requires the services of a vendor who can provide telephone systems maintenance and equipment; and

WHEREAS, the Vendor has contracted with the School Board of Sarasota County, Florida to provide telephone systems maintenance and equipment pursuant to that certain Bid No. 25-0046 dated as of January 14, 2025 (the "Telecom Bid") which those parties entered into upon the School Board's award of Bid 25-0046 to Vendor for telephone systems maintenance and equipment; and

WHEREAS, the County and the Vendor have determined that the Telecom Bid is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.
2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Telecom Bid shall form the basis of this Agreement, with the County having the rights, duties, and obligations of the "School Board of Sarasota County, Florida" thereunder. A true and correct copy of the Telecom Bid is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the Telecom Bid, then the terms, conditions, and provisions of this Agreement shall control.
3. **Supplemental Terms and Conditions.** The terms and conditions of the Telecom Bid are hereby modified or supplemented, as follows:
 - A. **Term.** The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and, unless sooner terminated pursuant to Section 3.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the Telecom Bid (it being acknowledged and understood that the latest possible termination date for the Telecom Bid, with all renewal options exercised, is January 13, 2028); or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor.
 - B. **Insurance.** The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than

those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

C. Indemnity. Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the

failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

D. Force Majeure. Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

E. Default and Remedy. If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Vendor has provided but for which has not yet been paid.

F. Attorneys' Fees and Costs. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and

expenses incurred for any appellate or bankruptcy proceedings.

G. Dispute Resolution. Notwithstanding anything in the Telecom Bid to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

H. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

I. Governing Law. This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

J. Venue. Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

K. Notice. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County:	Polk County Information Technology Division Attention: Director P.O. Box 9005, Drawer UT01 Bartow, FL 33831-9005
If to Vendor:	Forerunner Technologies Attention: Rick Taylor 150-M Executive Drive Edgewood, NY 11717

L. Non-exclusive Agreement. This Agreement does not grant the Vendor the exclusive right to provide the County printing and mailing services for telephone systems maintenance and equipment during the Agreement term. The County may utilize its own personnel to perform such services or it may employ other vendors or contractors to provide such services.

M. Public Records Law.

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to

release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County 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;

(3) 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 term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

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

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL:RMLO@POLK-COUNTY.NET**

N. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) the Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or

(ii) the Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

O. No Construction Against Drafter. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

P. Public Entity Crimes. The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida

Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

Q. Unauthorized Alien(s)

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

R. Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court

of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

S. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
T. R. Wilson, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Josh Wilson 2/17/2025
County Attorney's Office Date

ATTEST:

Forerunner Technologies, Inc.
a Delaware corporation

By: [Signature]
~~Corporate Secretary~~
Director of Enterprise Sales
Ken Nolan
[Print Name]

By: [Signature]
Paul A. Diers
[Print Name]

Date: 3/19/25

CEO
[Title]
Date: 3/19/2025

SEAL

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____

(Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date)

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF New York County OF Suffolk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3/19/25 (Date) by Ken Dolan (Name of officer or agent) as Dir. of Enterprise Sales (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced NY License as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 3/19/2025 (Date) Eric Ayala

EJA (Official Notary Signature and Notary Seal)

Eric Jon Ayala (Name of Notary typed, printed or stamped)

Commission Number 01AY0008818 Commission Expiration Date 05/31/2027

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) By _____

(Name of acknowledging) who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date)

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ERIC JON AYALA
Notary Public, State of New York
NO. 01AY0008818
Qualified in Suffolk County
Commission Expires 05/31/2027

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this _____ (Date) by _____ (Name
of acknowledging partner or agent) on behalf of _____ a
partnership. He/She personally appeared before me at the time of notarization, and is
personally known to me or has produced _____ as identification and
did certify to have knowledge of the matters in the foregoing instrument and certified the
same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____
_____(Date) _____ (Official
Notary Signature and Notary Seal) _____ (Name of
Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: TELECOM SYSTEMS MAINTENANCE AND EQUIPMENT

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Forerunner Technologies, Inc.

Signature: [Signature]

Title: CEO

Date: 03/19/2025

State of: New York

County of: Suffolk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of March, 2025 by Paul Diesu (name) as CEO (title of officer) of Forerunner Technologies (entity name), on behalf of the company, who is personally known to me or has produced New York License as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Eric Jon Ayala

Notary Commission Number and Expiration: ERIC JON AYALA
Notary Public, State of New York
NO. 01AY0008818
Qualified in Suffolk County
Commission Expires 05/31/2027

(AFFIX NOTARY SEAL)

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.


The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Paul Diesu (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Forerunner Technologies, Inc.
NONGOVERNMENTAL ENTITY


SIGNATURE

PAUL A. DIESU
PRINT NAME

CEO
TITLE

3/19/2025
DATE

January 14, 2025



Materials Management
Purchasing Department
101 Old Venice Road, Osprey, FL 34229
Phone 941-486-2183 ▪ Fax 941-486-2188
SarasotaCountySchools.net

MEMORANDUM

TO: Members of the School Board
Terrence Connor, Superintendent
Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: Tracy Brizendine, Director of Materials Management

TITLE: APPROVAL TO AWARD BID #25-0046 FOR TELEPHONE SYSTEM MAINTENANCE AND EQUIPMENT

SCHOOL BOARD
APPROVED
01/14/25
AGENDA ITEM
NO. 11.14

DESCRIPTION: On October 28, 2024, Procurement in conjunction with Information Technology Department issued a bid for Telephone System Maintenance and Equipment. A bid to provide 'Telephone System Maintenance and Equipment' was received from one vendor on November 21, 2024. The bid from Forerunner Technologies, Inc., was the best low bid meeting the advertised specifications based on a sealed scenario. This bid is for a period of one year with option to renew for two additional one-year periods.

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools.

GAP ANALYSIS: This contract allows the district to purchase telephone equipment as well as telephone maintenance systems.

PREVIOUS OUTCOMES: Agreements for these purchases and services have been previously approved.

EXPECTED OUTCOMES: Upon approval, the awarded vendor will supply the required goods per the terms and conditions.

STRATEGIC PLAN GOAL: Pillar 1: Every school Equipped.
Priority 4.4: Align Technology in Support of Learning.

CONTACT: Joe Binswanger, Joe.Binswanger@Sarasotacountyschools.net
Dr. Michael Kemp, Michael.Kemp@Sarasotacountyschools.net

FINANCIAL IMPACT: Not to exceed: 350,000.00

RECOMMENDED MOTION: That the bid of Forerunner Technologies, Inc., for 'Telephone System Maintenance and Equipment' in an amount not to exceed \$350,000.00 be approved as presented.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Tabulation for Telephone System Maintenance and Equipment – Bid #25-0046 NEGOTIATED

Opened November 21, 2024 at 1:00 p.m.

It is the intent of the Information Technology Department of the School Board of Sarasota County (SBSC), Florida to establish an "all or none" firm-fixed price for maintenance and additions of existing and/or future telephone systems, as indicated in the bid specifications.		Forerunner Technologies, Inc	
PART I - Digital Telephone Switching Systems		Monthly Price (Including Software Assurance)	
Item #	Location		
1	Alta Vista Elementary	\$	150.00
2	Ashton Elementary	\$	150.00
3	Atwater Elementary	\$	150.00
4	Bay Haven Elementary	\$	150.00
5	Booker High	\$	150.00
6	Booker Middle	\$	150.00
7	Brentwood Elementary	\$	150.00
8	Brookside Middle	\$	150.00
9	Central Administration (Landings)	\$	150.00
10	Construction/Facility Services	\$	150.00
11	Cranberry Elementary	\$	150.00
12	Educational Services/Purchasing (Osprey)	\$	150.00
13	Emma E.Booker Elementary	\$	150.00
14	Englewood Elementary	\$	150.00
15	Fruitville Elementary	\$	150.00
16	Garden Elementary	\$	150.00
17	Glenallen Elementary	\$	150.00
18	Gocio Elementary	\$	150.00
19	Gulf Gate Elementary	\$	150.00
20	Heron Creek Middle	\$	150.00
21	Lakeview Elementary	\$	150.00
22	Lamarque Elementary	\$	150.00
23	Laurel Nokomis Elementary/Middle	\$	150.00
24	McIntosh Middle	\$	150.00
25	North Port High	\$	150.00
26	Oak Park - Pre-K through 12	\$	150.00
27	Phillppi Elementary	\$	150.00
28	Pine View Elementary/Middle/High	\$	150.00
29	Riverview High	\$	150.00
30	Sarasota High	\$	150.00
31	Sarasota Middle	\$	150.00
32	Security/Communications Center	\$	150.00
33	Skye Ranch	\$	150.00
34	Southside Elementary	\$	150.00
35	Suncoast Polytechnical High	\$	150.00
36	Suncoast Regional Data Center	\$	150.00
37	Suncoast Technical College	\$	150.00
38	Suncoast Technical College - North Port	\$	150.00
39	Tatum Ridge Elementary	\$	150.00

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Tabulation for Telephone System Maintenance and Equipment – Bid #25-0046 NEGOTIATED

Opened November 21, 2024 at 1:00 p.m.

It is the intent of the Information Technology Department of the School Board of Sarasota County (SBSC), Florida to establish an "all or none" firm-fixed price for maintenance and additions of existing and/or future telephone systems, as indicated in the bid specifications.		Forerunner Technologies, Inc
PART I - Digital Telephone Switching Systems, continued		\$ 150.00
40	Taylor Ranch Elementary	\$ 150.00
41	TeleCom/Transportation (Osprey)	\$ 150.00
42	Toledo Blade Elementary	\$ 150.00
43	Tuttle Elementary	\$ 150.00
44	Venice Elementary	\$ 150.00
45	Venice High	\$ 150.00
46	Venice Middle	\$ 150.00
47	Wilkinson Elementary	\$ 150.00
48	Woodland Middle	
Part I Monthly Totals		\$7,200.00
PART II - Voice Mail (Monthly)		
49	NEC UM 8700 voice messaging system	\$1,779.13
Part I & II Monthly Totals		\$8,979.13
PART III - Labor Rates		
Labor Rates - These rates are to be used for optional equipment/software installations		Hourly Rate
50	Standard working hours (Monday through Friday 7:00 A.M. - 5:00 P.M.); hourly rate, including overhead and profit.	\$90.00
51	Non-standard working hours (Monday through Friday prior to 7:00 A.M. and after 5:00 P.M., and Saturday and Sunday); hourly rate, including overhead and profit.	\$135.00
Technical Support: The Contractor shall provide technical/engineering/service support to the SBSC on a twenty-four (24) hour per day, seven (7) day per week basis. A toll free telephone number for direct manufacturer support shall be provided by the vendor for this service.		
Part IV Sample List of NEC Optional Equipment		
	NEC Part Number	Description
52	GCD-8LCA	8 Port Analog Interface Blade
53	UG50-B	Universal Gateway
54	GCD-PRTA	T1/PRI (1.5M) Interface Blade
55	ITK-8LCX-2(BK)	DT820 – 8 Button Display IP DESI less
56	ITZ-24D-3(BK)	24 Button IP Telephone
57	GCD-4COTB	4 Port CO Trunk Interface Blade
58	ITL-12D-2 (BK)	IP 12 BUTTON PHONE W/ LCD
59	BALANCE OF LINE PERCENTAGE DISCOUNT OFF MSRP	
		15%

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Tabulation for Telephone System Maintenance and Equipment – Bid #25-0046 NEGOTIATED

Opened November 21, 2024 at 1:00 p.m.

<p>It is the intent of the Information Technology Department of the School Board of Sarasota County (SBSC), Florida to establish an “all or none” firm-fixed price for maintenance and additions of existing and/or future telephone systems, as indicated in the bid specifications.</p>	<p>Forerunner Technologies, Inc</p>
<p>Notes</p>	
<p>Contact</p>	<p>Ken Dolan</p>
<p>Address</p>	<p>150-M Executive Drive Edgewood, NY 11717</p>
<p>Telephone</p>	<p>(631) 892-3726</p>
<p>Fax</p>	<p>N/A</p>
<p>Federal I.D.</p>	<p>59-2937938</p>
<p>Email</p>	<p>Ken.Dolan@ftrinc.com</p>
<p>Recorded by: Gabriella Clark Witnessed by: David Deller</p>	



MATERIALS MANAGEMENT
PURCHASING DEPARTMENT
 101 Old Venice Road, Osprey, FL 34229
 941-486-2183 • Fax 941-486-2188
 SarasotaCountySchools.net

ATTACHMENT A

ISSUE DATE: October 28, 2024

SOLICITATION TITLE: Telephone Systems, Maintenance and Equipment – Bid #25-0046

SUBMITTALS MUST BE RECEIVED AND TIME STAMPED PRIOR TO: November 18, 2024 at 1:00 p.m. EST

CONFIDENTIAL SOLICITATION: Confidential solicitations will be received electronically via our Bonfire Portal until the date and time as indicated above. <https://sarasotacountyschools.bonfirehub.com> Solicitations will be opened and recorded. All offerors and the general public are invited to attend. It is the sole responsibility of the offeror to ensure that their submittal has been uploaded successfully via Bonfire before the closing date and hour as shown above. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of the contract. Solicitations received after the scheduled time for opening will not be considered. The bidder is responsible for allowing adequate time to upload their submittal. If technical difficulties arise during submission of the bid response, it is the bidder's responsibility to contact Bonfire technical support <https://vendorsupport.gobonfire.com/hc/en-us>. The School Board of Sarasota County, Florida shall not be responsible for delays caused in any occurrence. **A submittal sent by mail, facsimile, electronic mail, telephone or any other means not specified will not be accepted.** Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), .pdf or .ZIP file formats. Printing must be enabled on all files submitted.

SEALED SOLICITATION: Sealed solicitations will be received electronically by the Purchasing Office of the Materials Management Department until the date and time as indicated above.

POSTING: Recommended awards will be posted at the Purchasing Office and on the School District website: [Materials Management / Purchasing \(sarasotacountyschools.net\)](#) and on Bonfire on or about: January 7, 2025.

BOARD ACTION DATE: Results will be presented for Board action at 1960 Landings Boulevard, Sarasota, Florida, at 6:00 p.m. EST on: January 14, 2025.

Chapter 120 Florida Statutes: Recommended awards will be posted for review by interested parties at the location where submittals were opened and remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by School Board Rule 7.701, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Copies of this procedure are available from the Materials Management Department.

Please indicate in the space provided whether or not your company meets the drug-free workplace certification. This information is required to determine tie procedures as outlined in the ITB specifications.

Does meet drug-free workplace certification.
 Does not meet the drug-free workplace certification.

Prices are firm for re-orders for 12 months after award of ITB.
DELIVERY OR COMPLETION _____ calendar days after receipt of purchase order.

CERTIFICATION

The proposer hereby agrees that he/she read and thoroughly understands the terms, conditions, and specifications as contained in this solicitation, and further, the items of material, or services offered meet the required minimum specifications, to provide the services and/or items, at the prices proposed, pursuant to the requirements of this document. By signing, "I have read, understand, and agree to all terms and conditions herein and as proposed."

Company Name	Address
Proposer's Printed Name	City
Proposer's Signature	State _____ Zip
Title	Telephone
Date	Fax
Federal I.D. Number	Email



THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
TERMS AND CONDITIONS

This document has been prepared with Adobe Acrobat Pro DC 2019. If you have an older version of Acrobat and have difficulty reading the downloaded document, you may need to download a current version from Adobe.com.

The School Board of Sarasota County has transitioned to an electronic submission procurement portal in partnership with Bonfire Interactive. Registration is easy and free. Please visit <https://sarasotacountyschools.bonfirehub.com> to register with Bonfire and receive notifications of business opportunities and submit bids and proposals to SBSC digitally.

Proposals should be submitted electronically and must be submitted on or before the Bid Due Date at <https://sarasotacountyschools.bonfirehub.com>. Proposals will **not** be accepted by email or facsimile. The Bidder will be solely responsible for submittal of their bid and related documents through <https://sarasotacountyschools.bonfirehub.com> and if not familiar with the upload process must allow adequate time to upload the submittal no later than the time and date specified in the solicitation or subsequent addenda.

Bonfire Technical Support. Vendors have access to the Bonfire Support website at <https://vendorsupport.qobonfire.com/hc/en-us>. A Support ticket request can also be submitted, if necessary, at <https://support.qobonfire.com/hc/en-us/requests/new>.

Additional resources to help with setup in **Bonfire**:

- [Vendor Registration/Submission Video](#)
- [Vendor Registration](#)
- [Creating and Uploading a Submission](#)

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted at <https://sarasotacountyschools.bonfirehub.com>

If you obtain our solicitation documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums by email. In order to assure that you are automatically notified, you must visit <https://sarasotacountyschools.bonfirehub.com> to view, open, and download the documents. The district will not be responsible if you fail to receive any and all addendums if you obtain the original documents from another source.

When submitting a Bid electronically acceptable file formats for upload are Microsoft Excel, Adobe Portable Document (.pdf), or .ZIP file formats and printing must be enabled on all files submitted.

Following School Board action we will provide all respondents with the tabulation and award documents via email.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT – BID #25-0046
TERMS AND CONDITIONS

The accompanying solicitation, General Conditions, Instructions to Offerors, Special Conditions, Specifications, Addenda and/or any other pertinent documents form a part of this solicitation and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of the accompanying solicitation to secure submittals for services as listed herein for the School Board of Sarasota County, Florida, hereinafter called the School Board. Services shall be provided by the approved offeror, hereinafter called the Contractor.

CONTRACT TERMS:

- a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
- b. Contractors providing service under this contract assure the School Board that they are conforming to and otherwise complying with the following, as applicable:
 1. The Civil Rights Act of 1964, as amended.
 2. Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
 3. Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
 4. Executive Order 11738, providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal contracts, grants, or loans.
 5. EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.'
 6. Federal, state, and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
 7. Energy Policy and Conservation Act, 42 U.S.C. 6201.
 8. Energy Efficiency 34 CFR 80.36 (l)(13)
 9. Funding Agreement (Rights to Inventions) 37 CFR Part 401.
 10. Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
 11. State Agency and School Food Authority Responsibilities 7 CFR Part 210.21 (f)(i)
 12. Money and Finance Section 1352, Title 31 U.S.
 13. Equal Employment Opportunity, 41 CFR Part 60.
 14. Political Activity 5 U.S.C. Part 2 Ch. 15 & Part 3 Ch. 73-3.
 15. Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States".)
 16. Contract Work Hours and Safety Standards Act, 40 USC 3701-3708 as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.
 17. Prohibition on Contracting for Covered Telecommunications Equipment or Services, section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law No. 115-232, 2 CFR 200.216.
 18. Domestic Preferences for Procurements: As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- c. State sales and use tax certificates of exemption forms will be issued upon request. No tax fee shall be included in prices.
- d. The Contractor shall retain all books, records and other documents relative to this contract for three years after final payment. The School Board, its authorized agent and/or state/federal representative shall have full access to and right to examine any of said materials at any time. If an investigation or audit is in progress, records shall be maintained until all matters regarding said records are closed.

By signing this contract, the Contractor certifies that it is in compliance with, and/or will comply with, the aforementioned terms specifically mentioned, as well as all other municipal, county, state and federal requirements and regulations.

CONTRACT DURATION: The duration of a contract resulting from this solicitation shall be for a period indicated in specifications with the option to renew for two additional one-year periods based on mutual agreement of both parties, unless otherwise specified.

CONTRACT DEFAULT: In the event the Contractor fails to enter into a contract with the School Board on the basis of the submittal, such action shall constitute a default of this agreement. Further default may be declared by the School Board if the Contractor violates the terms of the submitted document in any manner. Upon default of this agreement and/or any agreement resulting from this agreement, the School Board shall be entitled to pursue all remedies available at law and/or in equity, including,

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT – BID #25-0046
TERMS AND CONDITIONS

but not limited to, the recovery of damages equaling the difference of the submitted price and the price the School Board subsequently pays to secure performance from other sources. Damages may be assessed and deducted against any funds due and owing to the Contractor.

In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs for any such action.

At the discretion of the School Board, any Contractor found in default of this agreement and/or any agreement resulting from this agreement, shall be removed from the Contractor list for a period of up to three (3) years from the date of said default. Default under this agreement and/or any other agreement(s) in which the School Board has contracted with the Contractor, may also, at the discretion of the School Board, result in termination of any other such agreement(s).

EXTENSION OF CONTRACT: Prior to the expiration of any contract resulting from a successful submittal, the School Board, at its discretion, may require an extension of said contract for a period, which shall not exceed the original termination date by more than 90 days. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

TERMINATION OF CONTRACT: This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Materials Management or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of these terms. The Contractor shall have a period of time, as determined by the School Board, to remedy any noncompliance to offered terms and specifications. The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board. The School Board delegates the authority to terminate the contract to the Superintendent or designee. At the discretion of the School Board, the Contractor may be removed from future solicitation opportunities for a period up to three (3) years.

PUBLIC ENTITY CRIMES: Per the provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list."

The Offeror certifies, by submission and signature of this solicitation, that neither the offeror, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

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

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

LOBBYING: Contractors are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this solicitation. 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 Contractor or any individuals that lobby on behalf of the Contractor during the time specified will result in rejection or disqualification of said solicitation.

BYRD ANTI-LOBBYING AMENDMENT: Contractors that apply or propose for an award of \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT – BID #25-0046
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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress with or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance with Section 287.135 of the Florida Statutes, “A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.” This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Section 215.473 defines a company, or affiliates of such entities or business associations, that exists for the purpose of making profit.” By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473 and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on one of the aforementioned lists.

USE OF COMPANIES OWNED OR CONTROLLED BY A FOREIGN COUNTRY OF CONCERN: Section 287.138, Florida Statutes prohibits governmental entities from entering into contracts with companies owned or controlled by a foreign country of concern, meaning the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. It requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity is not owned or controlled by a foreign country of concern. The School Board of Sarasota County is a governmental entity for purposes of this statute.

USE OF COERCION FOR LABOR SERVICES: In accordance with Section 787.06 of the Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term “governmental entity” has the same meaning as in s.287.138 (1).

FLORIDA PREFERENCE: Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering bids from bidders having a principal place of business outside the State of Florida. If applicable, all bidders must complete and submit the Bidder’s Statement of Principal Place of Business form with the response to this solicitation. Failure to comply shall render a bid non-responsive to the terms of this solicitation. This preference does not apply to purchases using Federal Funds.

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

The word “substantially” is defined as over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

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MINORITY, SMALL, AND WOMEN OWNED BUSINESSES: Sarasota Schools encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority-owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

BACKGROUND SCREENING: As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any Contractors' employees/independent Contractors or Subcontractors' employees/independent Contractors will have access to school grounds when students are present, have direct contact with students, or have access to control of school funds, such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this law must be met in order for the School Board to contract with your company. By responding to this solicitation, you agree to abide by all Sarasota County School Board policies and procedures regarding The Jessica Lunsford Act. There is a fingerprinting fee associated with these procedures. Refer to the School Board website www.sarasotacountyschools.net, Jessica Lunsford Act. This website is updated as policies and procedures are put in place.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND-ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractors' employees/independent Contractors or its Subcontractors' employees/independent Contractors will not be tolerated on School Board property. If any employee/independent Contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School Board property, said employee/independent contractor shall be removed and terminated from the project by the Contractor. If a Subcontractor fails to terminate said employee/independent Contractor, the Contractor shall terminate its agreement with the Subcontractor for the project. If the Contractor fails to terminate said employee/independent Contractor or fails to terminate the agreement with the Subcontractor who fails to terminate said employee/independent Contractor, this Contract may be terminated by the School Board.

DISCRIMINATION: Any entity or affiliate who has been placed on the Florida State's discriminatory offeror list may not submit an offer on a contract to provide goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit an offer on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

SAFETY DATA SHEET: The manufacturer, importer, or distributor of a toxic substance will provide a safety data sheet with his/her offer.

SAFETY PRECAUTIONS: The Contractor shall be responsible for the provision of adequate and proper safety precautions for the workmen and all persons in or around the work area.

OCCUPATIONAL SAFETY HAZARDS ACT REQUIREMENTS: The offeror certifies that all material, equipment, etc., contained in this offer meets all Occupational Safety Hazards Act (OSHA) requirements. The offeror further certifies that, if he/she is the successful Contractor, and the material, equipment, etc., delivered is subsequently found to be in non-compliance with any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with aforementioned requirements shall be borne by the Contractor. Failure of the Contractor to bring any and all material, equipment, etc., contained in a particular offer, in conformity with all OSHA requirements, shall constitute default under this agreement.

PERSONAL INJURY AND PROPERTY DAMAGE: The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

PURCHASE ORDER AGREEMENT: This solicitation, offer, and the purchase orders issued hereunder constitute the entire agreement between the School Board and the Contractor awarded the solicitation. No modification of this solicitation shall be binding on the School Board or the offerors unless mutually agreed upon in writing by the parties. A minimum of 30 days must be allowed after School Board approval to receive a purchase order if awarded the solicitation.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT – BID #25-0046
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PURCHASE BY OTHER PUBLIC AGENCIES: With the consent and agreement of the Contractor(s), purchases may be made under this solicitation by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

SUBMISSION AND RECEIPT OF SOLICITATIONS:

- a. Unless otherwise specified, offerors must use the form(s) furnished by the School Board. Failure to do so may cause the submittal to be rejected.
- b. Original solicitations shall include all required attachments and requested documentation.
- c. Submittals shall be typewritten or completed in ink.
- d. Erasures are not acceptable on submittals. If changes are necessary, strike out or draw a line through the incorrect price and write the correct price above. **The offeror must initial all changes.**
- e. Submittals must be signed in ink by an officer or employee having the authority to bind the company or firm.
- f. The School Board will receive sealed submittals until the date and time indicated on the solicitation cover. Submittals must be delivered to the Purchasing Office at the stated address and will be opened at the stated time. The outside of all submittals must be clearly marked with the solicitation name and opening date. Submittals received in unidentifiable envelopes are sent at the offeror's risk. Submittals received after the date and time of the solicitation opening will be date stamped and returned to the offeror at their expense. **It will be the offerors' responsibility to get the submittal to the correct location on time.**
- g. For purposes of evaluation, the offeror must indicate any variances from specifications. If variations are not stated in the submittal, it will be assumed that the product or service fully complies with the specifications.
- h. Conflict of interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All offerors must disclose with their submittal the name of any officer, director or agent who is also an employee of the School Board.

SUBMITTAL OF A SOLICITATION: The submittal of a solicitation shall constitute an irrevocable offer to contract with the School Board in accordance with the terms of said solicitation. The offer may not be withdrawn or altered until or unless rejected or not accepted by the School Board except as provided below. Accuracy of all prices and statements contained in the submittal is the responsibility of the offeror, and no change or cancellation thereof may be made. The Director of Materials Management or designee reserves the right to ask the offeror for clarification. In addition, purchasing staff will review the line-by-line prices. Accuracy of additions and extensions, brands and compliance with all instructions will be reviewed in order to ascertain that the offer is made in accordance with the terms of the solicitation. School officials who find any errors in calculations, with extensions, will make adjustments and corrections. Unit price will prevail in submittal. Offerors shall normally be held to their submittal but in the event of an error or if an obvious omission is discovered in the submitted document, offerors may request in writing the opportunity to withdraw their submittal. Offerors shall include in their written request sufficient evidence to document that the error or omission was unintentional. Actual original copies of working papers, calculations, etc., may be required at the Director of Materials Management's discretion to support such a request.

QUANTITIES SPECIFIED: The School Board reserves the right to increase or decrease the quantity of any and all items offered, as it deems appropriate. The unit price shall remain as accepted at award.

PRICES:

- a. Prices shall be for the period stated in the "General Specifications" or as otherwise stated in the "Certification."
- b. Prices should be stated in units of quantity specified in the solicitation specifications.
- c. In case of discrepancy in computing the amount of the submittal, the unit price offered will prevail. Any requirement by the offeror that certain "all or none" groups, quantities, weights, or other criteria must be met in order to qualify for offered prices, may result in disqualification of the solicitation. Likewise, expiration dates or other constraints, which are in conflict with solicitation requirements, will result in disqualification.

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

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT – BID #25-0046
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SOLICITATION REJECTION: The School Board reserves the right to reject any and all submittals or parts thereof, and to request re-submission. The School Board further reserves the right to accept an offer other than the lowest offer, which in all other respects complies with the solicitation and the submitted document, provided that, in the sole judgment and discretion of the School Board, the item offered at the higher offered price has additional value or function, including, but not limited to: life cycle costing, product performance, quality of workmanship, or suitability for a particular purpose. Delivery dates, availability of item, or other such values or functions, may justify a difference in the price paid. All submittals shall be evaluated on all factors involved, including the foregoing price, quality, delivery schedules and the like. Purchase orders or contracts shall be awarded to the responsive and responsible offeror whose submittal is determined to be advantageous to the School Board, taking into consideration the factors set forth above and all other factors set forth in the solicitation as “lowest or lowest and best offer”.

SOLICITATION CHANGES AFTER CLOSING TIME: Submittals may not be changed after the solicitation closing time. The exception would be if there was a misinterpretation of the unit for which the solicitation was requested. In which case, no dollar amount change would be allowed, and only a clarification as to the unit the offer represents will be considered. This must be done in writing 24 hours after notification to the offeror from the Director of Materials Management.

ACCEPTANCE OF SOLICITATION: The School Board shall be the sole judge as to the acceptability of any and all submittals and the terms and conditions thereof, without qualifications or explanation to offerors. In case of any difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.

INDEMNITY: By submitting an offer, the Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the vendor in the performance of its responsibilities pursuant to this solicitation. It is expressly acknowledged that the Contractor is an independent Contractor and, as such, has no authority to act for or on behalf of the Board, or to bind the Board to any contract or in any other manner.

COMPLIANCE WITH REGULATIONS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. The Contractor shall have in their possession all applicable insurance, permits, licenses, etc., that may be required by federal, state, or county law to furnish services under the scope of this contract. The Contractor must not be in violation of any zoning or other ordinances in the performance of this contract.

TIE ON UNIT PRICE OR SUBMITTAL: Should there be a tie on either the unit price (if awarded on a per item basis), sections of the solicitation (i.e.: building contracts, or solicitations awarded by section) or the whole solicitation (“all or none” solicitations or service solicitations), the deadlock will be decided upon using the following order:

- a. Companies who certify they are a drug-free workplace.
- b. Companies located in Sarasota County, Florida.
- c. Companies located in Florida.
- d. The company receiving the larger dollar award on other items within the solicitation.
- e. All else being equal, a coin toss will be made to decide the award.

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

ACCURACY OF SOLICITATION DOCUMENTS: Each offeror shall examine all requests for solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, disputes, or requests concerning interpretation, clarification or additional information pertaining to the solicitation or award shall be made, in writing, to the School Board of Sarasota County Purchasing Office. The School Board of Sarasota County shall not be responsible for oral interpretations given by a School Board employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this solicitation, a good faith attempt will be made to deliver a copy of each to all prospective offerors who picked up forms or were sent a solicitation. However, prior to submitting the offer, it shall be the sole responsibility of each offeror to contact the Purchasing Office at (941) 486-2183 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the solicitation.

TERMS AND CONDITIONS: No additional terms and conditions included with the submittal shall be evaluated or considered. All such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely through intent, design or inadvertently appearing separately in transmitted letters, specifications, literature, price

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estimates or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this solicitation and the offeror's authorized signature affixed to the certification page attests to this.

REFERENCES: Should the School Board elect to check the offeror's references; the offeror agrees to provide the name(s) and address(s) of its current and previous customers. **The offeror agrees to provide references from customers other than the School Board of Sarasota County.**

EVALUATION OF SOLICITATION(S) FOR AWARD: The evaluation committee may use the following criteria in making a recommendation for award to the School Board:

cost	past experience	equality
quality/workmanship	meets specifications	Contractor's past performance
compatibility/matching	delivery	service capability
standardization	installation	

AWARD: The School Board reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any offer, to reject any and all offers in whole or in part with or without cause, and/or to accept offers that in its judgment will be the best low offer meeting specifications and school needs and be in the best interest of the School Board. The School Board further reserves the right to make awards on a multiple, lump sum, or individual item basis or in any manner the School Board deems appropriate.

The School Board further reserves the right to be the final judge of what is considered equal and hold the solicitation open for a 90-day period if award is not made on the date specified.

If submitting an offer other than brand specified, EACH ITEM MUST BE ACCOMPANIED BY A BROCHURE GIVING A COMPLETE DESCRIPTION OF THE ITEM ON WHICH YOU ARE SUBMITTING AN OFFER TO CLEARLY REPRESENT THE QUALITY, STYLE, AND CONSTRUCTION. EACH BROCHURE SHOULD BE IDENTIFIED BY THE NAME OF THE OFFEROR.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Sarasota County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

PURCHASES DURING TERM OF SOLICITATION: The School Board reserves the right to make purchases of items on this solicitation from a Florida State solicitation, contract, or agreement or other public entity purchasing solicitations, contracts, or agreements during the term of this solicitation.

DELIVERY:

- a. All deliveries will be F.O.B. Destination freight prepaid (freight fully paid by Contractor) to indicated destinations (schools or departments) within Sarasota County, Florida.
- b. Time of delivery is an important consideration in making the award and must be adhered to.
- c. The School Board reserves the right to cancel any orders, or any part thereof without obligation if delivery is not made within the time specified. Any deliveries made after a cancellation of order(s) may be returned at the Contractor's expense.

LOCAL GOVERNMENT PROMPT PAYMENT ACT: The School Board pays invoices after services and products have been received in accordance with the local government prompt payment act.

PURCHASING CARD: The School Board is currently utilizing Purchasing Cards in some cases to procure materials and services or for payment under this solicitation. The Offeror, by submitting an offer, agrees to accept this manner of payment and may not add additional handling charges or service fees if purchases are made with the School Board Purchasing Card(s).

QUALITY: All offered items must be new. Further, all offered items must be equal to or exceed specifications required herein. The manufacturer's standard guarantee shall apply. During the guarantee period, the Contractor must repair and/or replace the unit without cost to the School Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from the School Board. The Contractor further warrants that the item(s) and or services provided are fit, and otherwise conforming, for the purpose(s) intended by the School Board.

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INSPECTION, IDENTIFICATION AND ACCEPTANCE:

- a. Inspection and acceptance will be at FOB destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the buyer.
- b. The Contractor shall file with the carrier all claims for breakage, imperfections and other losses.
- c. All material being delivered shall be marked legibly, in a conspicuous location, with the following information: Purchase Order Number, Model Number, Quantity, Vendor's Name and/or Trademark.
- d. If the material and/or services supplied to the School Board is found to be defective or does not conform to specifications, the School Board reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

LIABILITY INSURANCE: Where Contractors are required to enter or go on to School Board property to deliver materials or perform work or services as a result of an award, the proposer assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. All Contractors must comply with the insurance requirements as provided in the solicitation documents.

SOLICITATION/PURCHASE ORDER DENIAL: The Contractor certifies that it, or any affiliate obligated to perform under this agreement, is not in arrears for any obligations to the district, county, state or federal government or that otherwise may be deemed irresponsible or unreliable by the Director of Materials Management.

WAREHOUSE DELIVERY HOURS: Delivery is called for only between the hours of 7:30 A.M. and completed by 3:00 P.M. Monday through Friday, excluding Sarasota County School Board holidays.

CONDITION OF PRODUCTS: Unless otherwise specified in the special terms and conditions, all items requested must be new and the latest model manufactured. Offers on "used", "remanufactured" or "reconditioned" equipment or "blems" or "seconds" will not be considered unless specifically requested. Products delivered shall be in the manufacturer's original carton.

REJECTED ITEMS: Delivered items that do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the Contractor at no cost to the School Board.

SITE INSPECTION: The School Board reserves the right, prior to award of any contract or solicitation, to inspect the prospective Contractor's facility and place of business.

AUDIT PROCEDURES: Invoices submitted by the Contractor shall be in sufficient detail for a proper pre-audit and post-audit thereof. The School Board reserves the right to audit prices of items and/or services provided.

SAMPLES:

- a. Samples of items, when required, must be furnished free of expense and if not destroyed, will, upon request, be returned at the offeror's expense. All samples will be disposed of after 30 days and offerors shall be responsible for the removal of all such samples furnished within 30 days after the opening of the solicitation. Each individual sample must be labeled with the offeror's name and item number. Failure of the offeror to either deliver required samples or to clearly identify samples may be reason for rejection of the solicitation.
- b. Unless otherwise indicated, samples should be delivered to the Purchasing Office.
- c. When required, the School Board may request full demonstration of any unit(s) offered prior to the award of any contract.

TAXES: The School Board of Sarasota County, Florida, does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption numbers on the face of the Purchase Order. This exemption does not apply to purchases of tangible personal property made by Contractors who use the tangible property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

FISCAL NON-FUNDING CLAUSE: In the event sufficient budgeted funds are not available, the Purchasing Office shall notify the Contractor of such occurrence and the contract shall terminate without penalty or expense to the School Board.

LINE-ITEM INFORMATION: The information called for on the item must be on the line with the item. When omitting an offer on an item, please insert the words: **No Quotation, No Bid, No Proposal or N/B** to eliminate any confusion about the item(s) being offered.

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NON-COLLUSION: By submission of the offer, the offeror certifies that the submittal has arrived independently and submitted without collusion with any other Contractor, and that the contents of the submittal have not been communicated by the offeror, nor by any one of its employees or agents, to any person not an employee or agent of the offeror or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the solicitation.

Unless otherwise required by law, the prices which have been offered in this solicitation have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening of this advertised solicitation directly or indirectly to any other offeror or to any competitor; and

No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

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

VARIANCE IN CONDITION: Any and all special conditions and specifications, mutually agreed upon and attached hereto that vary from the general conditions shall have precedence.

PUBLIC RECORDS: Florida law provides that municipal records shall at all times be open for personal inspection by any person (Public Records Law, Section 119.01, Florida Statutes). Information and materials received by the School Board in connection with a solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after solicitation opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Offeror believes any of the information contained in his or her response is exempt from the Public Records Law, then the Offeror must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The School Board's determination of whether an exemption applies shall be final, and the Offeror agrees to defend, indemnify, and hold harmless the School Board and its officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the School Board's treatment of records as public records. Trade secrets are governed by Florida Statute Chapters 688 and 812. For the purchase of services, the Offeror shall also comply with the following requirements of the Florida Public Records Law including: a) keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service; b) providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and d) meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Offeror upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

For questions regarding the Contractor's duty to provide public records relating to this contract or the application of Chapter 119 Florida Statutes contact The School Board of Sarasota County, Florida at (941) 927-4009; publicrecordrequest@sarasotacountyschools.net; or 1960 Landings Blvd., Sarasota, FL 34231.

DISCLAIMER: Employees or representatives of the School Board act exclusively as agents for the administration of this agreement and are not personally or collectively liable for any performance or non-performance under this agreement and/or any agreement resulting from this agreement.

STATE PURCHASING AGREEMENTS: Prior to the release of this solicitation, under Florida Statute 287.056, a review of State of Florida purchasing agreements and contracts was conducted to determine if their use would be economically advantageous to the District for the subject of this solicitation.

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DISCOUNTS, REBATES & CREDITS: For Food Service solicitations, all goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's (School Food Authority) nonprofit food service account.

PROHIBITION OF GRATUITIES: By submission of an offer, a contractor certifies that no employee of the School Board has or shall benefit financially or materially from such solicitation or subsequent contract. Any contract issued as a result of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL: If the offeror considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the offeror must also simultaneously provide the SBSC with a separate redacted copy of its response. The redacted copy shall contain the SBSC's solicitation name, number, and the name of the offeror on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the SBSC at the same time offeror submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

- a. Offeror shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, offeror shall protect, defend and indemnify the SBSC for any and all claims from or relating to offerors determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- b. If the offeror fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by offeror in response to a public records request for these records.

E-VERIFY

- A. As of January 1, 2021, pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
- B. Subcontractors
 - (i) As of January 1, 2021, Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).



Tracy Brizendine, Director
Materials Management

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INSURANCE REQUIREMENTS

Contractor's Liability Insurance

The insurance required shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under and in conformance to the following sections:

1. "In consideration of \$10.00 and other good and valuable considerations, the Contractor agrees to indemnify and save harmless the owner from all suits and actions and all costs and damage to the person or property of another resulting from the performance of the work, or by any Subcontractor to anyone directly or indirectly employed by either of them. The limit of the liability shall be the limits of liability as stated in the liability insurance policies covering this contract.
2. Certificates of Insurance for each policy shall be transmitted to the Contractor for forwarding to the owner, and any document found to be incomplete or not according to the proper form will be returned as being unsatisfactory. Coverage cannot be canceled without thirty (30) days prior Notice to Owner.
3. The Contractor shall purchase and maintain the following minimum insurance from a company or companies properly licensed in the State of Florida and rated A-IX or better by A.M. Best Company and against which the owner will entertain no reasonable objection.
4. Workers' Compensation Insurance: The Contractor shall provide and maintain, during the life of this contract, adequate Workers' Compensation Insurance in accordance with the laws of the State of Florida for all his employees at the site of the project, and if any part of the work is sublet, the contract shall require each of the Subcontractors to maintain such insurance for all of their employees who will be so engaged, unless the Subcontractors' employees are protected by the principal Contractor's Workers' Compensation insurance. All persons employed directly and indirectly on the project site by the Contractor and his/her Subcontractors shall be adequately protected by Workers' Compensation Insurance. The Contractor shall provide employer's liability coverage as part of the Workers' Compensation Insurance with **minimum limit of \$500,000**. Coverage shall be in compliance with Chapter 440, Florida Statutes.
5. Comprehensive Automobile Liability: per person/per occurrence. Coverage shall apply (to ALL VEHICLES owned, rented, or used by the Contractor) for the following limits:

a. Bodily Injury Liability	- per person	\$250,000
	- per occurrence	\$500,000
b. Property Damage Liability	- per occurrence	\$250,000
c. Special Insurance	- as required by railroads or others.	
6. Commercial General Liability:
 - a. Bodily injury, personal injury, and property damage at **\$1,000,000 per occurrence** and **\$1,000,000 general aggregate**.
 - b. Blanket Contractual to include comprehensive general liability, products and completed operations liability, and contractual liability.
 - c. Such coverage shall include, but not limited to, liability arising from the premises, operations, independent contractors, products-completed operations, personal and advertising injury and contractual coverage for this agreement, including any hold harmless and/or indemnification agreement(s) and shall be provided on ISO form CG 0001 or its equivalent.
 - d. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
 - e. Coverage shall specifically provide that The School Board of Sarasota County Florida and its officials, agents, and employees shall be "additional insureds" under the policy using ISO Additional Insured from CG 2010 and CG2037 or the equivalent, including coverage for the Owner with respect to liability arising out of the completed operations of the Contractor.
7. Contingent Liability: The Contractor shall produce, pay for, and maintain such insurance as will protect the owner from his contingent liability for damages, for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract. Contractor shall provide Owner's and Contractor's protective liability. The limits of coverage shall be the same as the Contractor's Comprehensive General Liability. The Contractor shall furnish to the owner a letter from Contractor's insurance agent, certifying that the Contractor does carry valid Contractor's Contingent Liability Insurance.

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INSURANCE REQUIREMENTS

Contractor's Liability Insurance (Con't)

8. Insurance certificates regarding liability coverages, as required by the Contract Documents, shall name Owner as additional insured.
9. Contractor and Subcontractors will be responsible for insurance on their tools and equipment.
10. Additional Insured: All policies of insurance required by the agreement, except Workers' Compensation and Professional/Error and Omissions Liability, shall specifically provide by endorsement with the Owner and its officials, agents, or employees shall be included as "additional insureds" under the policy. Such insurance shall also incorporate Severability of Interest provision. All insurance coverage provided shall apply to all the activities of the Contractor under the Contract Documents without regard for the location of such activity.
11. Primary Coverage: All insurance coverage provided by the Contractor shall be primary and non-contributory to any insurance or self-insurance program of the Owner that is applicable to the Work provided for in this Agreement.
12. Waiver of Subrogation: Contractor hereby agrees to waive rights of subrogation in favor of the Owner which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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BID SPECIFICATIONS

INTENT

It is the intent of the Information Technology Department of the School Board of Sarasota County (SBSC), Florida to establish an "all or none" firm-fixed price for maintenance and support as well as additions of existing and/or future telephone systems, as indicated below:

1. NEC UCE Application Suite
2. NEC SV9500UMGI with SR MGC-300 and UCE MA4000
3. UM8700 Voice Messaging System (60 port count)
4. Encore Call Recorder
5. NEC OW5000
6. NEC UA5200
7. NEC E-OSN
8. SIP-MG

This request for services includes an option to purchase any new hardware, software, or hardware/software upgrades the SBSC may desire at any time during the contract period. **See OPTIONAL EQUIPMENT paragraph on page 18.**

The SBSC is requesting ongoing maintenance of existing digital telephone system, hardware equipment, and software, to include pricing for additions or replacements.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a mark-up will be billed at actual cost without any mark-up permitted.

DEFINITION

In this document "Contractor" refers to the successful bidder, "School Board of Sarasota County" or "SBSC", refers to the owner, "MSRP" refers to Manufacturer's Suggested Retail Price, and "OSHA" refers to Occupational Safety and Health Administration.

TERM OF CONTRACT

This bid is for a one-year period beginning from date of SBSC approval. The bid may be renewed, by mutual consent of both parties, for two (2) additional one-year periods adhering to the original bid terms and conditions.

TERMINATION OF AGREEMENT

This agreement may be terminated by the SBSC by giving written notice to the other party thirty (30) days in advance of intention to cancel. The SBSC reserves the right to cancel on a shorter notice if it is determined that any part of the work is not being performed properly, or if the problem is not satisfactorily resolved within three (3) days of notification. The SBSC shall only be liable for payment of services rendered prior to the effective date of termination.

SECURITY

Effective September 1, 2005, the Florida Legislature amended FS 1012.465 with House Bill 1877, known as the Jessica Lunsford Act. This bill places a priority on security and safe schools for students and staff. The SBSC has developed procedures for background checks in compliance with this bill. The Contractors' employees/independent Contractors or Subcontractors' employees/independent Contractors will be responsible to comply with these procedures. There is a fingerprinting fee associated with these procedures. Updated information can be found on the SBSC website, www.sarasotacountysschools.net/departments/safety. Contractors will not be allowed on SBSC property until receiving clearance and badges by the SBSC Department of Safety, Security, & Emergency Management.

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BID SPECIFICATIONS

IDENTIFICATION

The Contractor, Subcontractors, and their employees are required to have visible, personal identification and the vendor's company name displayed on their shirts. They will also be required to wear attire appropriate for a school environment: i.e., shirt, pants, & shoes. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited. **The Contractor, Subcontractors, and all employees of same must check in and out at the main office before starting work during normal school hours.** Before or after normal school hours, contact the on-site custodial staff.

DISCIPLINE

The Contractor acknowledges and understands that the job is being performed on public property owned by the SBSC, which may at various times during the completion of the job be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Contractor agrees to the following provisions, and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract.

The Contractor shall immediately remove from the job site, for the duration of the job, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.

The Contractor, Subcontractors, and their employees will refrain from using foul, abusive or profane language on school district property. Smoking/tobacco, firearms/weapons and illegal drugs are prohibited on school district property, including all buildings and grounds.

The Contractor shall enforce strict discipline and good order among their employees at all times. Contractor's personnel shall have absolutely no contact with students or staff, other than administrative personnel or designated representatives, with the exception of emergency situations.

No radios are allowed on the job site.

EXECUTION OF WORK

Upon receipt of the bid acceptance and notice to proceed with the work, the Contractor shall continuously and expediently complete work as directed.

The Contractor will notify all proper personnel before turning off any power.

All furnishings and equipment shall be placed back in the original locations. All spaces must be cleaned and left in an acceptable condition.

All work shall conform to all existing governing authorities Codes and Regulations. The work must be accomplished with professional methods and standards of the trade.

The Contractor assumes full responsibility for completion of the services stipulated for telephone system maintenance and equipment.

The SBSC reserves the right to question any job when the hours performed by the Contractor seem excessive for the work completed.

COMMERCIAL REFERENCES

The bidding company has been in business for a minimum of (3) three years and must have performed verifiable work for telephone system maintenance and equipment as specified herein, within the most recent thirty-six (36) month period of time. The Contractor's representative shall be experienced in all facets of telephone system maintenance and equipment. **The bidder agrees to provide references from customers other than the School Board of Sarasota County.** Three (3) commercial references of comparable scope are required (use form provided).

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT - BID #25-0046
BID SPECIFICATIONS

LICENSES

The Contractor shall be licensed to do business in the State of Florida, County of Sarasota.

SOFTWARE ASSURANCE

Software Assurance (SWA) to include but not limited to manufacturing support and updates as they are made available. The Contractor shall include the Software Assurance in the bid price.

CERTIFIED TECHNICAL STAFF

The bidder will furnish the names and NEC technician identifications of full-time personnel who are certified on the following systems and applications: NEC equipment, NEC UCE application suite NEC SV9500, UM8700 voice messaging system, Encore Recorder, OW5000, E-OSN, UC700 and IP-CCIS. Bidder shall also have on staff a Cisco Certified Network Associate (routing and switching) with a current CCNA certificate. Bidder will be able to be on site within sixty (60) minutes of a 'system down' situation.

MANUFACTURER AUTHORIZED VENDOR

The bidder shall provide as a part of this bid a certified letter(s) from:

1. NEC corporate office, verifying the vendor is an authorized distributor of NEC equipment, NEC SV9500 with SR MGC-300 and UCE MA4000, and UCE Application Suite.

MAINTENANCE PERIOD

The Contractor's employees will perform the day-to-day maintenance of the systems defined in the intent of this bid. The Contractor will not be responsible for the maintenance of "end user" equipment under the terms of this agreement. The Contractor shall provide a one (1) year maintenance contract on all new system equipment/software, including chargers, rectifiers, batteries, modems, and maintenance administration terminal/printer(s). This maintenance agreement must cover and include defects in workmanship and materials, under normal use, including repairs or replacement to the system caused by voltage fluctuations and/or lightning. Any parts, service or transportation of equipment for repair, or normal maintenance under the maintenance contract period, shall be provided by the Contractor at no expense to the SBSC. When the Contractor finds defective equipment/software, the Contractor will furnish replacement equipment at no cost to the SBSC. The Contractor shall respond to all out of service, major and minor conditions as indicated below.

SERVICE/RESPONSE TIME

The Contractor's employees will perform the day-to-day maintenance of all telephone switching equipment, excluding end user equipment. When defective system equipment/software is found, the Contractor will furnish replacement equipment at no cost to the SBSC within 24 hours. The Contractor shall respond within one (1) hour when a major problem occurs. Service shall be available 24 hours a day, seven (7) days a week.

Response time to system problems shall be as follows:

System down – Qualified service person to be on site within sixty (60) minutes of notification.

Major Problems – Qualified service person to be on site within sixty (60) minutes of notification.

Minor Problems – To be corrected within twenty-four (24) hours.

Move, add, and changes (MACs) – To be completed within seventy-two (72) hours.

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TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT - BID #25-0046
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Definition of a major or minor problem shall be at the discretion of the designated SBSC representative(s) reporting the problem to the Contractor. In the event the Contractor wishes to use an answering service for emergency contact, the home telephone numbers of all qualified service personnel shall also be made available to the SBSC, to protect against any breakdowns in the answering service's effectiveness. If cell phones are used to contact service personnel, access to this service will be provided to the SBSC.

Major malfunctions shall be defined as disruption of telephone service preventing the normal business of the SBSC, which is conducted on a twenty-four (24) hour, seven (7) day a week basis.

SITE AND EQUIPMENT DETAILS

NEC UM8700 voice messaging system is located at the Sarasota Regional Data Center, 5875 Bahia Vista, Suite 100, Sarasota, Florida 34232.

NEC digital telephone switching systems and NEC SV9500 VOIP system - The SBSC administrative office is located at 1960 Landings Blvd., Sarasota, FL 34231. Sites to be included under the maintenance contract are listed on the bid form. For each location the switching system details are included in the attached bid documentation.

The **SV9500** is located at the Sarasota Regional Data Center, 5875 Bahia Vista, Suite 100, Sarasota, Florida 34232. The **UCE application suite** licenses are: IPX/SV7/SV85 Ext. License (1) Total of 2474, and Voice Mail Ext. License (1) Total of 2474.

ADDITIONS/DELETIONS

Additional facilities may be added/deleted to this specification with a written agreement between the SBSC representative and the Contractor. Any additional equipment must be serviced and repaired under the same terms and conditions as the awarded contract. The cost for adding an additional facility shall be for the amount equal to that for servicing a comparable site.

OPTIONAL EQUIPMENT

The bidder shall supply with the bid documents a comprehensive and detailed list of any and all hardware, software, and firmware, to include, but not be limited to: printed circuit boards, upgrade software, new software, and any other associated items with the proposed system(s)/equipment which could require replacement, or could possibly be added, up to and including an additional new system or replacement system at a future time.

The Contractor shall also supply a firm percentage discount off MSRP pricing for any additional or future products as they may become available from NEC.

SAMPLE LIST

A sample list of optional equipment is included on the bid form page 28. **Complete the requested pricing for these items.** It is in the bidder's best interest to complete pricing.

DELIVERY OF PARTS/SYSTEMS PURCHASED

1. All items requested for delivery shall be F.O.B. Shipping Destination.
2. All services requested in this bid are of a time-sensitive nature. As a result, the Contractor will be given thirty (30) working days to complete an order. Any orders outstanding after that period of time may be canceled and ordered through another vendor.

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SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the authorized representative of the Information Technology Department must be contacted prior to shipment to determine if a substitute is acceptable.

INSTALLATION

The bidder shall supply as a part of this bid an hourly rate for the optional equipment/software installations.

HOURS OF SERVICE

Designated standard work hours shall be in addition to regular school hours.

Standard hours/non-standard hours: All services provided Monday through Friday (7:00 a.m. through 5:00 p.m.) will be paid at the standard specified hourly rate. All other work performed will be paid at the non-standard specified rate. Non-standard working hours are those before 7:00 a.m. or after 5:00 p.m. and at any time on Saturday or Sunday.

Note: Payment for overtime work at the hourly rate for non-standard working hours will be approved only with prior written authorization from the representative of the Information Technology Department. The Contractor may elect to perform work after standard working hours and incur any additional expense. The Contractor may perform work when authorized by the designated representative of the SBSC.

TECHNICAL ENGINEERING SUPPORT

The Contractor shall provide technical/engineering/service support to the SBSC on a twenty-four (24) hour per day, seven (7) day per week basis. A toll-free telephone number shall be provided by the vendor for this service. The Contractor's technicians must have the ability to deal directly and immediately with the manufacturer of the equipment they will be working on, in order to save time and keep down-time to a minimum.

RESPONSIBILITY OF THE CONTRACTOR

The Contractor is responsible for any damage to buildings and property due to negligence on his part. The Contractor shall make all necessary corrections as directed by the SBSC and approved by same at no cost to the SBSC.

The Contractor is responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in or around the work area.

The Contractor is responsible for keeping the area/place secured and safe at all times.

The Contractor shall be responsible to safeguard all of their tools, equipment, etc., while operating on any SBSC properties.

Note: OSHA Laws and Regulations shall be carried out at all times by the Contractor.

LIABILITY OF CONTRACTOR

The Contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the SBSC and its officers, employees and agents, and the SBSC Architect/Engineer Consultant from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of the Contractor or any of its employees, representatives, agents, or subcontractors while engaged in the performance of the Contractor's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that the Contractor is an independent

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contractor and as such, has no authority to act for or on behalf of the SBSC, or to bind the SBSC to any contract or in any other manner.

PERIODIC AND FINAL CLEANUP

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall have the work in a neat and presentable condition.

The Contractor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish and debris resulting from telephone system maintenance and equipment.

The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SBSC's property. **DO NOT USE SBSC TRASH RECEPTACLES.**

The Contractor shall leave all work sites in a neat and orderly fashion at the end of each work day. At completion of work, the Contractor shall remove all work materials, tools, machinery, and surplus materials from the work site and shall leave project in ready to use condition. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

INVOICES

The Contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, work order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the Accounts Payable Department, 1960 Landings Boulevard, Sarasota, Florida 34231 within ten (10) working days upon completion of the job. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

PAYMENT

Payment will be tendered only for services or the portion of services completed, providing the services performed are satisfactory to the SBSC. The School Board pays invoices after services and products have been received in accordance with the local government prompt payment act. Payments will not be authorized for installations that are sub-standard.

PRICING

If any other public agency wishes to purchase products and/or services utilizing this bid and negotiates a lesser price than those indicated on this bid, the lower price, including any rebates, additional services, etc., shall be extended to the SBSC. Failure to report a lesser price may disqualify the bidder.

INSURANCE

Prior to commencing work, the Contractor/Subcontractor shall acquire and maintain insurance as outlined on the INSURANCE REQUIREMENTS page within this invitation to bid. Insurance certificates regarding liability coverages, as required by the contract documents, shall name the School Board of Sarasota County as additional insured. Failure to provide valid insurance documentation may result in removal from the vendor list and/or removal of Contractor from the bid.

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

Information regarding the ability of the SBSC to secure goods and services on a "first priority" basis before, during, or after an emergency/hurricane or disaster situation is attached. Please execute form provided.

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TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT - BID #25-0046
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GUARANTEED QUANTITIES

No guarantee is given or implied as to the total dollar value of this bid. The SBSC is not obligated to place any order with any Contractor participating in this bid.

BID AWARD

For purposes of the award of bid, vendors will be considered based on several criteria (i.e., best price of maintenance at indicated locations, hourly rates, best price on sample list, past performance, etc.). A scenario will be used in the evaluation process of the bid. This scenario will be in a sealed envelope held in the Purchasing Office of the Materials Management Department, to be opened at the time and place of the bid opening.

MULTIPLE VENDOR AWARDS ARE NOT DESIRED. This bid will be awarded on an all-or-none basis to the lowest responsible and responsive bidder.

In all cases the SBSC shall be the sole judge of what is considered equal.

EXEMPT FROM THIS BID

Purchases shall not include items available at lower prices on other public entity bid awards or State of Florida Contracts. The SBSC reserves the right to bid any item separately if deemed in the best interest of the SBSC.

WRITTEN QUESTIONS

Written questions regarding **Telephone System Maintenance and Equipment – Bid #25-0046** are due prior to **1:00 p.m. on November 4, 2024**. Written questions must be submitted through Bonfire or by e-mail to:

David Deller, Buyer
Materials Management
The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, FL 34229
Email: David.Deller@sarasotacountyschools.net

ADDENDUM

If necessary, an addendum will be issued on or about November 5, 2024 and will be posted at <https://sarasotacountyschools.bonfirehub.com>.

NOTE: SBSC WILL BE CLOSED November 28 and 29, 2024

Bid Submittals

Executed Certification Page (Attachment A)
Small/Minority Business Enterprise Certification Form (Attachment B)
Executed Conditions for Emergency/Hurricane or Disaster Form (Attachment C)
Commercial Reference Form (Attachment D)
Complete Technician List with Certifications Indicated (Attachment E)
Completed Bid Form
Certified Letter from NEC
Comprehensive list of NEC

Prior to Award or May Submit with Bid

NOTARIZED Affidavit Regarding the Use of Coercion for Labor and Services (Attachment F)
NOTARIZED Affidavit Regarding the Use of Companies Owned or Controlled by a Foreign Country of Concern (Attachment G)

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT – BID #25-0046

ATTACHMENT B
SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM Please
complete if you are either a:

Small Business Enterprise, as defined by FS 288.703 (1)

Or a:

Minority Business Enterprise,

Please select one or more as applicable:

- African American
- Asian American
- Woman Owned
- Hispanic American
- Native American

As defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

State of Florida, Department of Management Services, Office of Supplier Diversity

If not by DMS, who/self-report: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of services or work described in this ITB to a small or minority business enterprise, please provide the following information:

	<u>Subcontractor Name</u>	<u>Small/MBE Designation</u>	<u>Estimated Dollar Value of Services</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NAME OF BIDDER	BID # AND TITLE
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

If Bidder is **NOT** a small or minority business enterprise and/or does not intend to subcontract a portion of the services or work described in this ITB to a S/MBE, then Bidder shall indicate here:

ATTACHMENT C
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this invitation to bid that before, during, and after a public emergency, hurricane, disaster, flood, or acts of God, that the municipal government, through the School Board of Sarasota County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the School Board of Sarasota County.

Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Sarasota County or other government entity as opposed to a private citizen on a first priority basis. The School Board of Sarasota County expects to pay a fair and reasonable price for all products in the event of an emergency, hurricane, or disaster. Vendor/Contractor shall furnish a "24 hour" phone number in the event of such an emergency.

<input type="checkbox"/>	I hereby understand and agree to the above statement.
_____ Signature	_____ Print Name
_____ Title	_____ Name of Bidding Company
Emergency Contact: _____	
Emergency Telephone Number: _____	
Home Telephone Number: _____	
Beeper or Cellular Phone Number _____	
Office: _____	Fax: _____
Email _____	

<input type="checkbox"/>	I cannot comply with this request.
_____ Signature	_____ Print Name
_____ Title	_____ Name of Bidding Company

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT – BID #25-0046

ATTACHMENT D
COMMERCIAL REFERENCES

Company Name: _____

Experience: _____

Indicate below the number of years (minimum of three years) the bidding company has been in business providing telephon systems, maintenance and equipment services:

Number of months/years:

All bidders must have performed verifiable work providing telephone system, maintenance and equipment services as specified herein, within the most recent thirty-six (36) month period of time. Three (3) commercial references of comparable scope are required. The bidder agrees to provide references from customers other than the School Board of Sarasota County.

1. Company Name: _____

Location of Service: _____

Dates services were provided: _____

Type of service provided: _____

Contact Person: _____

Title: _____ Telephone ()

Email Address: _____ Fax ()

2. Company Name: _____

Location of Service: _____

Dates services were provided: _____

Type of service provided: _____

Contact Person: _____

Title: _____ Telephone ()

Email Address: _____ Fax ()

3. Company Name: _____

Location of Service: _____

Dates services were provided: _____

Type of service provided: _____

Contact Person: _____

Title: _____ Telephone ()

Email Address: _____ Fax ()

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA TELEPHONE
 SYSTEM MAINTENANCE AND EQUIPMENT - BID #25-0046
 TECHNICIANS LIST
ATTACHMENT E

Company Name:												
List the technicians names and check the box of the certifications that are held by each.												
TECHNICIAN NAME	NEC TECHNICIAN ID NUMBER	NEC UCE Application Suite	NEC SV9500 w/SR MGC 300 & UCE MA4000	UM8700 Voice Messaging System	Encore Call Recorder	NEC OW5000	NEC UA5200	NEC E OSN	MTS Call Accounting	SIP MG		
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
 TELEPHONE SYSTEM MAINTENANCE AND EQUIPMENT – BID #25-0046
 BID FORM

PART I - Digital Telephone Switching Systems		
Item #	Location	Monthly Price (Including Software Assurance)
1	Alta Vista Elementary	\$
2	Ashton Elementary	\$
3	Atwater Elementary	\$
4	Bay Haven Elementary	\$
5	Booker High	\$
6	Booker Middle	\$
7	Brentwood Elementary	\$
8	Brookside Middle	\$
9	Central Administration (Landings)	\$
10	Construction/Facility Services	\$
11	Cranberry Elementary	\$
12	Educational Services/Purchasing (Osprey)	\$
13	Emma E. Booker Elementary	\$
14	Englewood Elementary	\$
15	Fruitville Elementary	\$
16	Garden Elementary	\$
17	Glenallen Elementary	\$
18	Gocio Elementary	\$
19	Gulf Gate Elementary	\$
20	Heron Creek Middle	\$
21	Lakeview Elementary	\$
22	Lamarque Elementary	\$
23	Laurel Nokomis Elementary/Middle	\$
24	McIntosh Middle	\$
25	North Port High	\$
26	Oak Park - Pre-K through 12	\$
27	Phillppi Elementary	\$
28	Pine View Elementary/Middle/High	\$
29	Riverview High	\$
30	Sarasota High	\$
31	Sarasota Middle	\$
32	Security/Communications Center	\$
33	Skye Ranch	\$

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
 TELEPHONE SYSTEM MAINTENANCE AND EQUIPMENT – BID #25-0046
 BID FORM

PART I - Digital Telephone Switching Systems (continued)			
	Location	Monthly Price (Including Software Assurance)	
34	Southside Elementary	\$	
35	Suncoast Polytechnical High	\$	
36	Suncoast Regional Data Center	\$	
37	Suncoast Technical College	\$	
38	Suncoast Technical College - North Port	\$	
39	Tatum Ridge Elementary	\$	
40	Taylor Ranch Elementary	\$	
41	TeleCom/Transportation (Osprey)	\$	
42	Toledo Blade Elementary	\$	
43	Tuttle Elementary	\$	
44	Venice Elementary	\$	
45	Venice High	\$	
46	Venice Middle	\$	
47	Wilkinson Elementary	\$	
48	Woodland Middle	\$	
	Part I Monthly Totals	\$	-
PART II - Voice Mail			
		Monthly Price	
49	NEC UM 8700 voice messaging system	\$	
	Part I & II Monthly Totals	\$	
	Annual Total - Part I and Part II	\$	
PART III - Labor Rates			
	Labor Rates - These rates are to be used for optional equipment/software installations		
50	Standard working hours (Monday through Friday 7:00 A.M. - 5:00 P.M.); hourly rate, including overhead and profit.	\$ _____ hourly rate	
51	Non-standard working hours (Monday through Friday prior to 7:00 A.M. and after 5:00 P.M., and Saturday and Sunday); hourly rate, including overhead and profit.	\$ _____ hourly rate	

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
 TELEPHONE SYSTEM MAINTENANCE AND EQUIPMENT – BID #25-0046
 BID FORM

Technical Engineering Support			
The Contractor shall provide technical/engineering/service support to the SBSC on a twenty-four (24) hour per day, seven (7) day per week basis. A toll free telephone number for direct manufacturer support shall be provided by the vendor for this service.			
	Toll free telephone number: _____		
Part IV Sample List of NEC Optional Equipment			
Item #	NEC Part Number		Price
52	GCD-8LCA	8 Port Analog Interface Blade	\$
53	UG50-B	Universal Gateway	\$
54	GCD-PRTA	T1/PRI (1.5M) Interface Blade	\$
55	ITK-8LCX-2(BK)	DT820 – 8 Button Display IP DESI less	\$
56	ITZ-24D-3(BK)	24 Button IP Telephone	\$
57	GCD-4COTB	4 Port CO Trunk Interface Blade	\$
58	ITL-12D-2 (BK)	IP 12 BUTTON PHONE W/ LCD	\$
			Percentage off MSRP for the full term of the bid
59	BALANCE OF LINE PERCENTAGE DISCOUNT OFF MSRP		%

ALTA VISTA ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



ASHTON ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



ATWATER ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



BAY HAVEN ELEMENTARY

Equipment	Count
SR-MGCE	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



BOOKER HIGH

Equipment	Count
SR-MGC E	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



BOOKER MIDDLE

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



BRENTWOOD ELEMENTARY

Equipment	Count
SR-MGC E	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



BROOKSIDE MIDDLE

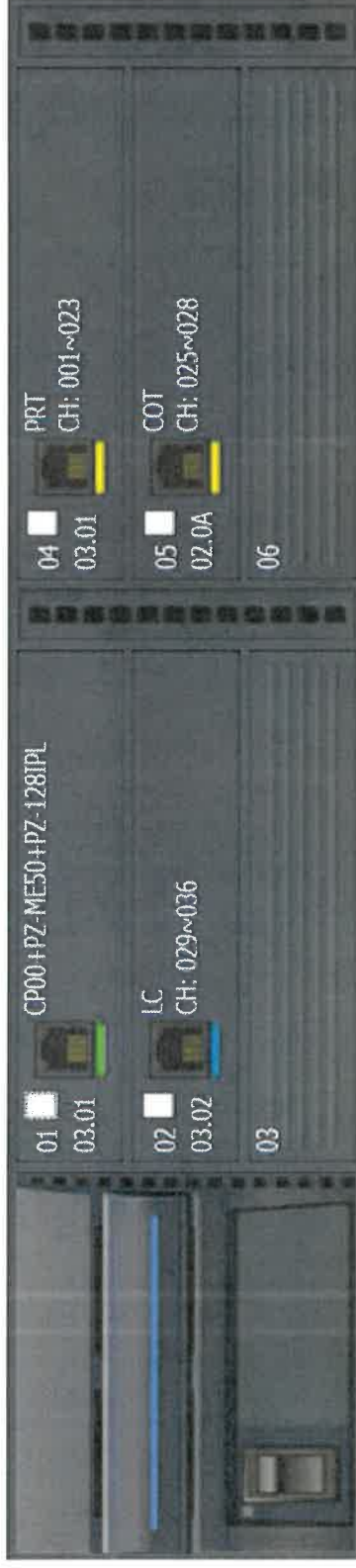
Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



Central Administration (Landings)	Count
Equipment SR-	1
MGC E UG50	2
16 Port Analog	3
PRT	3
4 Port COT	1



Construction- Facilities	
Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



CRANBERRY ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



EDUCATIONAL SERVICES/PURCHASING BUILDING

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



EMMA E BOOKER ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



ENGLEWOOD ELEMENTARY

Equipment	Count
SR-MGCE	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



FRUITVILLE ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



GARDEN ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



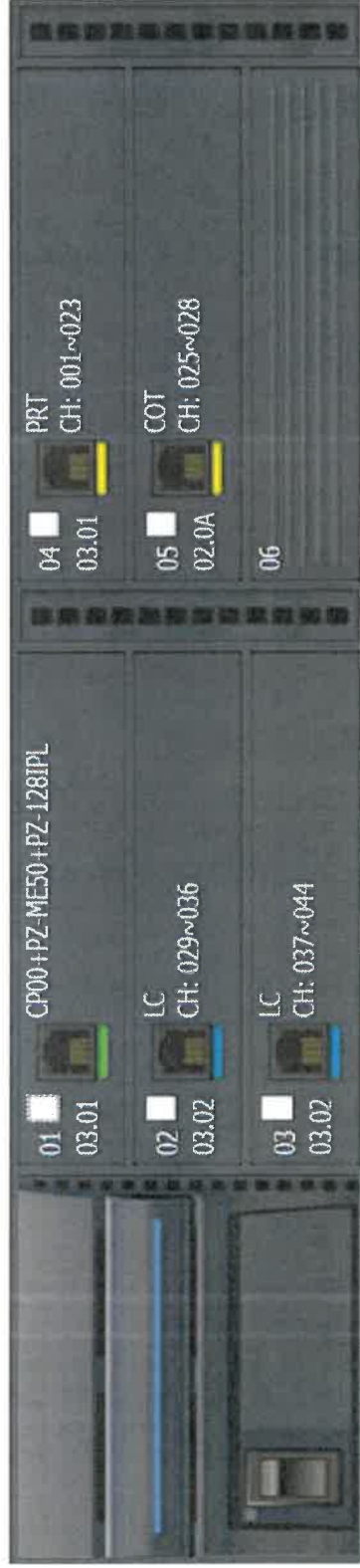
GLENALLEN ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



GOCIO ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	2
PRT	1
4 Port COT	1



GULF GATE ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



HERON CREEK MIDDLE

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



LAKEVIEW ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



LAMARQUE ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



LAUREL NOKOMIS SCHOOL

Equipment	Count
SR-MGC E	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



MCINTOSH MIDDLE

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



NORTH PORT BUS DEPOT

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1



NORTH SARASOTA BUS

DEPOT

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1



OAK PARK SCHOOL

Equipment	Count
SR-MGC E	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



PHILLIPPI SHORES ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



PINE VIEW SCHOOL

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



RIVERVIEW HIGH

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



SARASOTA HIGH

Equipment	Count
SR-MGCE	1
UG50	1
16 Port Analog	1
PRT	1
4 Port COT	1

SARASOTA MIDDLE	
Equipment	Count
SR-MGC E	1
UG50	1
16 Port Analog	1
PRT	1
4 Port COT	1

SECURITY	Count
Equipment	1
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



SOUTHSIDE ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



SUNCOAST POLYTECHNICAL HIGH SCHOOL

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



SUNCOAST REGIONAL

DATA CENTER Physical	Count
Equipment VS32	3
NEC R320E-E4	1

Virtual Equipment	Count
SV9500 UMGI	1
NEC UM8700	60 IP Ports
Encore Call Recorder	16 License
NEC MA4000	1
NEC OW5000	1
NEC UA5200	1
NEC E-OSN	1
MTS Call Accounting	1
SIP-MG	2

SUNCOAST TECHNICAL COLLEGE

Equipment	Count
SR-MGCE	1
UG50	1
16 Port Analog	1
PRT	1
4 Port COT	1

STC FIRE SCIENCE ACADEMY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1



SUNCOAST TECHNICAL COLLEGE NORTH PORT

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



TATUM RIDGE ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



TAYLOR RANCH ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



TELECOM/ TRANSPORTATION	Count
Equipment	1
SR-Node S	1
UG50	1
8 Port Analog PRT	1
4 Port COT	1



TOLEDO BLADE ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



TRIAD SCHOOL

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



TUTTLE ELEMENTARY	
Equipment	Count
SR-MGC E	1
UG50	1
16 Port Analog	1
PRT	1
4 Port COT	1

VENICE ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



VENICE HIGH	Count
Equipment	1
SR-MGC E	1
UG50	1
16 Port Analog	1
8 Port Analog	1
PRT	1
4 Port COT	1

VENICE MIDDLE

Equipment	Count
SR-MGC E	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1

WILKINSON ELEMENTARY

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1



WOODLAND MIDDLE

Equipment	Count
SR-Node S	1
UG50	1
8 Port Analog	1
PRT	1
4 Port COT	1





Materials Management
Purchasing Department
101 Old Venice Road, Osprey, FL 34229
Phone 941-486-2183 ▪ Fax 941-486-2188
SarasotaCountySchools.net

November 04, 2024

TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT BID #25-0046

ADDENDUM #1

This Addendum is to provide the following responses to questions posed:

Question 1: Can you provide the number of existing phones at each location?

Answer 1: We have approximately 6000 phones across 50 sites.

Question 2: Will you entertain proposals of alternative (equivalent or better) solutions?

Answer 2: Proposal should be for maintenance and service of existing system

Question 3: Is there an opportunity to present a bid for a hosted platform?

Answer 3: Proposal should be for maintenance and service of existing system.

David Deller
Buyer, Materials Management

Printed Name

Company Name

Signature

Title

**EXECUTE THIS FORM AND ENCLOSE WITH YOUR QUOTE RESPONSE.
QUOTES MUST BE RECEIVED PRIOR TO 1:00 P.M. ON November 4, 2024.**



**MATERIALS MANAGEMENT
PURCHASING DEPARTMENT**
101 Old Venice Road, Osprey, FL 34229
941-486-2183 • Fax 941-486-2188
SarasotaCountySchools.net

ATTACHMENT A

ISSUE DATE: October 28, 2024

SOLICITATION TITLE: Telephone Systems, Maintenance and Equipment – Bid #25-0046

SUBMITTALS MUST BE RECEIVED AND TIME STAMPED PRIOR TO: November 18, 2024 at 1:00 p.m. EST

CONFIDENTIAL SOLICITATION: Confidential solicitations will be received electronically via our Bonfire Portal until the date and time as indicated above. <https://sarasotacountyschools.bonfirehub.com> Solicitations will be opened and recorded. All offerors and the general public are invited to attend. It is the sole responsibility of the offeror to ensure that their submittal has been uploaded successfully via Bonfire before the closing date and hour as shown above. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of the contract. Solicitations received after the scheduled time for opening will not be considered. The bidder is responsible for allowing adequate time to upload their submittal. If technical difficulties arise during submission of the bid response, it is the bidder's responsibility to contact Bonfire technical support <https://vendorsupport.gobonfire.com/hc/en-us>. The School Board of Sarasota County, Florida shall not be responsible for delays caused in any occurrence. **A submittal sent by mail, facsimile, electronic mail, telephone or any other means not specified will not be accepted.** Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), .pdf or .ZIP file formats. Printing must be enabled on all files submitted.

SEALED SOLICITATION: Sealed solicitations will be received electronically by the Purchasing Office of the Materials Management Department until the date and time as indicated above.

POSTING: Recommended awards will be posted at the Purchasing Office and on the School District website: [Materials Management / Purchasing \(sarasotacountyschools.net\)](https://www.sarasotacountyschools.net) and on Bonfire on or about: January 7, 2025.

BOARD ACTION DATE: Results will be presented for Board action at 1960 Landings Boulevard, Sarasota, Florida, at 6:00 p.m. EST on: January 14, 2025.

Chapter 120 Florida Statutes: Recommended awards will be posted for review by interested parties at the location where submittals were opened and remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by School Board Rule 7.701, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Copies of this procedure are available from the Materials Management Department.

Please indicate in the space provided whether or not your company meets the drug-free workplace certification. This information is required to determine tie procedures as outlined in the ITB specifications.

Does meet drug-free workplace certification.
 Does not meet the drug-free workplace certification.

**Prices are firm for re-orders for 12 months after award of ITB.
DELIVERY OR COMPLETION _____ calendar days after receipt of purchase order.**

CERTIFICATION

The proposer hereby agrees that he/she read and thoroughly understands the terms, conditions, and specifications as contained in this solicitation, and further, the items of material, or services offered meet the required minimum specifications, to provide the services and/or items, at the prices proposed, pursuant to the requirements of this document. By signing, "I have read, understand, and agree to all terms and conditions herein and as proposed."

Company Name	Forerunner Technologies, Inc	Address	150-M Executive Drive
Proposer's Printed Name	Ken Dolan	City	Edgewood
Proposer's Signature	<i>Ken Dolan</i>	State	NY Zip 11717
Title	Director of Enterprise Sales	Telephone	(631) 892-3726
Date	11/16/2024	Fax	N/A
Federal I.D. Number	59-2937938	Email	Ken.Dolan@ftrinc.com



THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
TERMS AND CONDITIONS

This document has been prepared with Adobe Acrobat Pro DC 2019. If you have an older version of Acrobat and have difficulty reading the downloaded document, you may need to download a current version from Adobe.com.

The School Board of Sarasota County has transitioned to an electronic submission procurement portal in partnership with Bonfire Interactive. Registration is easy and free. Please visit <https://sarasotacountyschools.bonfirehub.com> to register with Bonfire and receive notifications of business opportunities and submit bids and proposals to SBSC digitally.

Proposals should be submitted electronically and must be submitted on or before the Bid Due Date at <https://sarasotacountyschools.bonfirehub.com>. Proposals will **not** be accepted by email or facsimile. The Bidder will be solely responsible for submittal of their bid and related documents through <https://sarasotacountyschools.bonfirehub.com> and if not familiar with the upload process must allow adequate time to upload the submittal no later than the time and date specified in the solicitation or subsequent addenda.

Bonfire Technical Support. Vendors have access to the Bonfire Support website at <https://vendorsupport.gobonfire.com/hc/en-us>. A Support ticket request can also be submitted, if necessary, at <https://support.gobonfire.com/hc/en-us/requests/new>.

Additional resources to help with setup in **Bonfire**:

- [Vendor Registration/Submission Video](#)
- [Vendor Registration](#)
- [Creating and Uploading a Submission](#)

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted at <https://sarasotacountyschools.bonfirehub.com>

If you obtain our solicitation documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums by email. In order to assure that you are automatically notified, you must visit <https://sarasotacountyschools.bonfirehub.com> to view, open, and download the documents. The district will not be responsible if you fail to receive any and all addendums if you obtain the original documents from another source.

When submitting a Bid electronically acceptable file formats for upload are Microsoft Excel, Adobe Portable Document (.pdf), or .ZIP file formats and printing must be enabled on all files submitted.

Following School Board action we will provide all respondents with the tabulation and award documents via email.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT – BID #25-0046

ATTACHMENT B
SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM Please
complete if you are either a:

Small Business Enterprise, as defined by FS 288.703 (1)

Or a:

Minority Business Enterprise,

Please select one or more as applicable:

- African American
- Asian American
- Woman Owned
- Hispanic American
- Native American

As defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

State of Florida, Department of Management Services, Office of Supplier Diversity

If not by DMS, who/self-report: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of services or work described in this ITB to a small or minority business enterprise, please provide the following information:

	<u>Subcontractor Name</u>	<u>Small/MBE Designation</u>	<u>Estimated Dollar Value of Services</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NAME OF BIDDER	BID # AND TITLE
Forerunner Technologies, Inc.	25-0046 Telephone Maintenance & Equipment
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Ken Dolan, Director of Enterprise Sales	
SIGNATURE	DATE
<i>Ken Dolan</i>	11/16/2024

If Bidder is **NOT** a small or minority business enterprise and/or does not intend to subcontract a portion of the services or work described in this ITB to a S/MBE, then Bidder shall indicate here:

ATTACHMENT C
CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this invitation to bid that before, during, and after a public emergency, hurricane, disaster, flood, or acts of God, that the municipal government, through the School Board of Sarasota County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the School Board of Sarasota County.

Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Sarasota County or other government entity as opposed to a private citizen on a first priority basis. The School Board of Sarasota County expects to pay a fair and reasonable price for all products in the event of an emergency, hurricane, or disaster. Vendor/Contractor shall furnish a "24 hour" phone number in the event of such an emergency.



I hereby understand and agree to the above statement.

Jason Temple

Signature

Director Technical Services

Title

Jason Temple

Print Name

Forerunner Technologies, Inc.

Name of Bidding Company

Emergency Contact: Jason Temple

Emergency Telephone Number: (601) 720-9931

Home Telephone Number: N/A

Beeper or Cellular Phone Number (601) 720-9931

Office: (601) 215-2150 Fax: N/A

Email Jason.Temple@ftrinc.com



I cannot comply with this request.

Signature

Print Name

Title

Name of Bidding Company

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT – BID #25-0046

ATTACHMENT D
COMMERCIAL REFERENCES

Company Name: Forerunner Technologies, Inc.

Experience: All Phases of Telecommunications, Technology & Maintenance

Indicate below the number of years (minimum of three years) the bidding company has been in business providing telephone systems, maintenance and equipment services:

Number of months/years: 30 years

All bidders must have performed verifiable work providing telephone system, maintenance and equipment services as specified herein, within the most recent thirty-six (36) month period of time. Three (3) commercial references of comparable scope are required. The bidder agrees to provide references from customers other than the School Board of Sarasota County.

1. Company Name: Polk County
Location of Service: 330 West Church Street, Bartow, FL 33830
Dates services were provided: 2017 - Present
Type of service provided: Maintenance, New Installations & Upgrades
Contact Person: Drew Gilchrist
Title: Telecommunications Super Telephone (863) 534-7582
Email Address: Andrewgilchrist@polk-count Fax (863) 534-7599
2. Company Name: Northside Hospital
Location of Service: 1000 Johnson Ferry Road NE, Atlanta, GA 30342
Dates services were provided: 2023 - Present
Type of service provided: Onsite Managed Services, Maintenance, New Inst
Contact Person: Dave Converse
Title: Director IT Telephone (404) 932-5966
Email Address: Dave.converse@northside.c Fax ()
3. Company Name: Hard Rock Hotel & Casino
Location of Service: Multiple properties in Florida
Dates services were provided: 2018 - Present
Type of service provided: System Maintenance, Upgrades & New Installations
Contact Person: Carmelo Cappuzzello
Title: Vice President Telephone (954) 455-7000
Email Address: Carmelo.Cappuzzello@Trien.n Fax ()

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA TELEPHONE
 SYSTEM MAINTENANCE AND EQUIPMENT - BID #25-0046
 TECHNICIANS LIST
 ATTACHMENT E

Company Name: Forerunner Technologies, Inc.												
List the technicians names and check the box of the certifications that are held by each.												
	TECHNICIAN NAME	NEC TECHNICIAN ID NUMBER	NEC UCE Application Suite	NEC SV9500 w/SR MGC 300 & UCE MA4000	UM8700 Voice Messaging System	Encore Call Recorder	NEC OW5000	NEC UA5200	NEC E OSN	MTS Call Accounting	SIP MG	
1	Brian Nauert	1129059	X	X	X	X	X	X	X	X	X	
2	Manny Valdez	A7915	X	X	X	X	X		X	X	X	
3	Kent Sutton	2255	X	X		X	X	X	X	X	X	
4	Kelly Mullins	A1391	X	X	X	X	X	X	X	X	X	
5	Larry Easley	1125675	X	X	X	X	X	X	X	X	X	
6	Alex Martinez	1127312	X	X	X	X	X	X	X	X	X	
7	Artie Belloise	1122364	X	X	X	X	X	X	X	X	X	
8	Rob Wiffoth	1126992	X	X		X	X	X	X	X	X	
9												
10												
11												
12												
13												

TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT BID #25-0046

After speaking with David Deller regarding this requirement, it was deemed to be optional, and no specific list was required.

Should replacements or End Of Life (EOL) announcements be made for any current product(s) on this bid, Forerunner Technologies will communicate to Sarasota upon being notified and will identify those said products when quoting.

November 18, 2024

Mr. David Deller, Buyer
Materials Management
The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, FL 34229

Dear David:

NEC Corporation is one of the largest manufacturers of telecommunications systems in the world. It is a \$26 billion global leader, dedicated to providing leading-edge computer, communications and semiconductor products and services. NEC Corporation affiliates have sold telecommunications products in the United States since 1963 and has more than 150,000 systems installed, ranging in size from small key telephone systems to very large PBX platforms.

NEC Solution Integrators must meet stringent requirements of technical competence. Their technical personnel periodically attend intensive courses and refresher sessions and must pass written examinations before becoming certified on our products. We are pleased to state that Forerunner Technologies, Inc. meets our installation and support standards and is a fully qualified NEC Solution Integrator for all NEC platforms and solutions including SV9500 with SR MGC-300, UCE MA4000, and UCE Application Suite to name but a few.

NEC is committed to ongoing support. In the unlikely event that Forerunner Technologies, Inc. would be unable to perform, NEC remains ready to make parts and field support available, and to recommend an alternative Solution Integrator for maintenance to ensure your continued satisfaction. NEC is committed to providing technical support for three (3) years from the date of installation or three (3) years after manufacturer's discontinuation of the product, whichever occurs first.

NEC requires that the customer maintain a valid NEC Software Assurance agreement on all licensed NEC products for the term of the three (3) year commitment. All NEC software must be kept at the latest available version as entitled by the NEC Software Assurance agreement. Any new NEC product licensed at any time during the three (3) year term must also be added to the existing NEC Software Assurance agreement at the time it is licensed and renewed at the end of the term throughout the three (3) year coverage period.

Any requirements for software upgrades to NEC hardware, servers, data equipment, operating systems or other items that are not a direct component of the NEC software itself are excluded from coverage in the Software Assurance agreement and are the sole responsibility of the customer to upgrade or replace in order to meet the necessary software requirements to stay at the most current version.

Sincerely,

NEC Corporation of America
Enterprise Technologies Unit (ETU)



Marc Hebner
Vice President – Channel, Americas

cc: Ken Dolan – Forerunner Technologies, Inc.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT – BID #25-0046

ATTACHMENT H
State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: <u>Forerunner Technologies, Inc.</u>
Vendor FEIN: <u>59-2937938</u>
Vendor's Authorized Representative Name and Title: <u>Ken Dolan, Director of Enterprise Sales</u>
Address: <u>150-M Executive Drive</u>
City: <u>Edgewood</u> State: <u>NY</u> ZIP: <u>11717</u>
Phone Number: <u>(631) 892-3726</u>
Email Address: <u>Ken.Dolan@ftrinc.com</u>

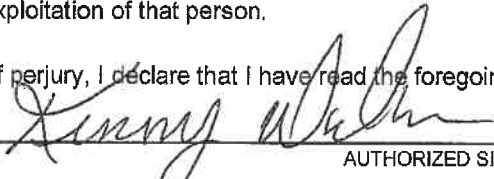
Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Sarasota County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

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

By: Ken Dolan



AUTHORIZED SIGNATURE

Print Name and Title: Ken Dolan, Director of Enterprise Sales

Date: 11/16/2024

STATE OF NY
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21st day of November, 2024, by Ken Dolan, who is personally known or produced New York License as identification.

Notary Public

Print Name:

My Commission Expires:

Eric Ayala

05/31/2027

General Counsel Approved 04 24 24

ERIC JON AYALA
Notary Public, State of New York
NO. 01AY0008818
Qualified in Suffolk County
Commission Expires 05/31/2027

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
TELEPHONE SYSTEMS, MAINTENANCE AND EQUIPMENT -- BID #25-0046
ATTACHMENT I

State of Florida
Affidavit Regarding the Use of Companies Owned
or Controlled by a Foreign Country of Concern

Respondent Vendor Name: Forerunner Technologies, Inc.
Vendor FEIN: 59-2937938
Vendor's Authorized Representative Name and Title: Ken Dolan, Director of Enterprise Sales
Address: 150-M Executive Drive
City: Edgewood State: NY
ZIP: 11717
Phone Number: (631) 892-3726
Email Address: Ken.Dolan@frtinc.com

Section 287.138, Florida Statutes prohibits governmental entities from entering into contracts with companies owned or controlled by a foreign country of concern, meaning the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. It requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity is not owned or controlled by a foreign country of concern. The School Board of Sarasota County is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified:

- Is not owned by the government of a foreign country of concern.
- The government of a foreign country of concern does not have controlling interest in the company.
- The company is not organized under the laws of or has its principal place of business in a foreign country of concern.

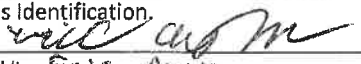
Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true. By: 

AUTHORIZED SIGNATURE

Print Name and Title: Ken Dolan, Director of Enterprise Sales Date: 11/16/2024

STATE OF NY
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21st day of November, 2024, by Ken Dolan, who is personally known ___ or produced New York License as identification.


Notary Public Eric Ayala
Print Name:
My Commission Expires: 05/31/2027

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
TELEPHONE SYSTEM MAINTENANCE AND EQUIPMENT – BID #25-0046
BID FORM

PART I - Digital Telephone Switching Systems		
Item #	Location	Monthly Price (Including Software Assurance)
1	Alta Vista Elementary	\$ 166.55
2	Ashton Elementary	\$ 166.55
3	Atwater Elementary	\$ 166.55
4	Bay Haven Elementary	\$ 166.55
5	Booker High	\$ 166.55
6	Booker Middle	\$ 166.55
7	Brentwood Elementary	\$ 166.55
8	Brookside Middle	\$ 166.55
9	Central Administration (Landings)	\$ 166.55
10	Construction/Facility Services	\$ 166.55
11	Cranberry Elementary	\$ 166.55
12	Educational Services/Purchasing (Osprey)	\$ 166.55
13	Emma E. Booker Elementary	\$ 166.55
14	Englewood Elementary	\$ 166.55
15	Fruitville Elementary	\$ 166.55
16	Garden Elementary	\$ 166.55
17	Glenallen Elementary	\$ 166.55
18	Gocio Elementary	\$ 166.55
19	Gulf Gate Elementary	\$ 166.55
20	Heron Creek Middle	\$ 166.55
21	Lakeview Elementary	\$ 166.55
22	Lamarque Elementary	\$ 166.55
23	Laurel Nokomis Elementary/Middle	\$ 166.55
24	McIntosh Middle	\$ 166.55
25	North Port High	\$ 166.55
26	Oak Park - Pre-K through 12	\$ 166.55
27	Phillppi Elementary	\$ 166.55
28	Pine View Elementary/Middle/High	\$ 166.55
29	Riverview High	\$ 166.55
30	Sarasota High	\$ 166.55
31	Sarasota Middle	\$ 166.55
32	Security/Communications Center	\$ 166.55
33	Skye Ranch	\$ 166.55

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
 TELEPHONE SYSTEM MAINTENANCE AND EQUIPMENT – BID #25-0046
 BID FORM

PART I - Digital Telephone Switching Systems (continued)				
	Location	Monthly Price (Including Software Assurance)		
34	Southside Elementary	\$		166.55
35	Suncoast Polytechnical High	\$		166.55
36	Suncoast Regional Data Center	\$		166.55
37	Suncoast Technical College	\$		166.55
38	Suncoast Technical College - North Port	\$		166.55
39	Tatum Ridge Elementary	\$		166.55
40	Taylor Ranch Elementary	\$		166.55
41	TeleCom/Transportation (Osprey)	\$		166.55
42	Toledo Blade Elementary	\$		166.55
43	Tuttle Elementary	\$		166.55
44	Venice Elementary	\$		166.55
45	Venice High	\$		166.55
46	Venice Middle	\$		166.55
47	Wilkinson Elementary	\$		166.55
48	Woodland Middle	\$		166.55
	Part I Monthly Totals	\$	7,994.40	
PART II - Voice Mail				
		Monthly Price		
49	NEC UM 8700 voice messaging system	\$	1,779.13	
	Part I & II Monthly Totals	\$	9,773.53	
	Annual Total - Part I and Part II	\$	117,282.36	
PART III - Labor Rates				
	Labor Rates - These rates are to be used for optional equipment/software installations			
50	Standard working hours (Monday through Friday 7:00 A.M. - 5:00 P.M.); hourly rate, including overhead and profit.	\$	90.00	hourly rate
51	Non-standard working hours (Monday through Friday prior to 7:00 A.M. and after 5:00 P.M., and Saturday and Sunday); hourly rate, including overhead and profit.	\$	135.00	hourly rate

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
 TELEPHONE SYSTEM MAINTENANCE AND EQUIPMENT – BID #25-0046
 BID FORM

Technical Engineering Support			
The Contractor shall provide technical/engineering/service support to the SBSC on a twenty-four (24) hour per day, seven (7) day per week basis. A toll free telephone number for direct manufacturer support shall be provided by the vendor for this service.			
Toll free telephone number: _____ (855) 378-3282 _____			
Part IV Sample List of NEC Optional Equipment			
Item #	NEC Part Number		Price
52	GCD-8LCA	8 Port Analog Interface Blade	\$ 313.47
53	UG50-B	Universal Gateway	\$ 3,133.71
54	GCD-PRTA	T1/PRI (1.5M) Interface Blade	\$ 655.45
55	ITK-8LCX-2(BK)	DT820 – 8 Button Display IP DESI less	\$ 162.77
56	ITZ-24D-3(BK)	24 Button IP Telephone	\$ 191.27
57	GCD-4COTB	4 Port CO Trunk Interface Blade	\$ 122.68
58	ITL-12D-2 (BK)	IP 12 BUTTON PHONE W/ LCD	\$ 140.07
			Percentage off MSRP for the full term of the bid
59	BALANCE OF LINE PERCENTAGE DISCOUNT OFF MSRP		15%

