



THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

DARCI GARBACZ
DIRECTOR

HEATHER FREDERICK, CPA
CHIEF FINANCIAL OFFICER

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org

May 10, 2024

Jade Communications, Inc.
6610 E. Rogers Circle
Boca Raton, FL 33487

Attn: Serge Leblanc
Email: sergel@jade-com.com

Subject: Letter of Agreement
Solicitation Number: 24C-31V
Title: Term Contract for Cable Contractor Services
Contract Term: June 20, 2024 through June 19, 2027

Dear Mr. Leblanc:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to furnish services. This acceptance is subject to compliance with solicitation specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

A Certificate of Insurance as per special condition "S", "Insurance Requirements" must be emailed to insurancecertificate@palmbeachschools.org, within five (5) business days of this notification.

The insurance requirements for this Bid is as follows:

1. WORKERS' COMPENSATION: WORKERS' COMPENSATION:

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

Required Endorsements:

- Waiver of Subrogation – WC 0003 13 or its equivalent

2. COMMERCIAL GENERAL LIABILITY:

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

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

Required Endorsements:

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

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

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

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

3. BUSINESS AUTOMOBILE LIABILITY:

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

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

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

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

4. WAIVER OF SUBROGATION:

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

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

5. SECURITY OF CONFIDENTIAL PERSONAL INFORMATION:

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

Your insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED. No Purchase Order will be issued and work shall not commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier of these requirements.

During the term of this Contract, if you are approved by the District to use a subcontractor, **the subcontractor shall not begin work on District property until the insurance requirements listed above have been provided by the subcontractor to insurancecertificate@palmbeachschools.org.** The subcontractor's insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED and it must reference the above Bid Number and the company name they are subcontracting to in the description box of the Certificate of Insurance.

Shipment or services without proper authorization may result in nonpayment. If you have not previously completed Vendor Record & W9 forms please do so and return along with your Certificate of Insurance.

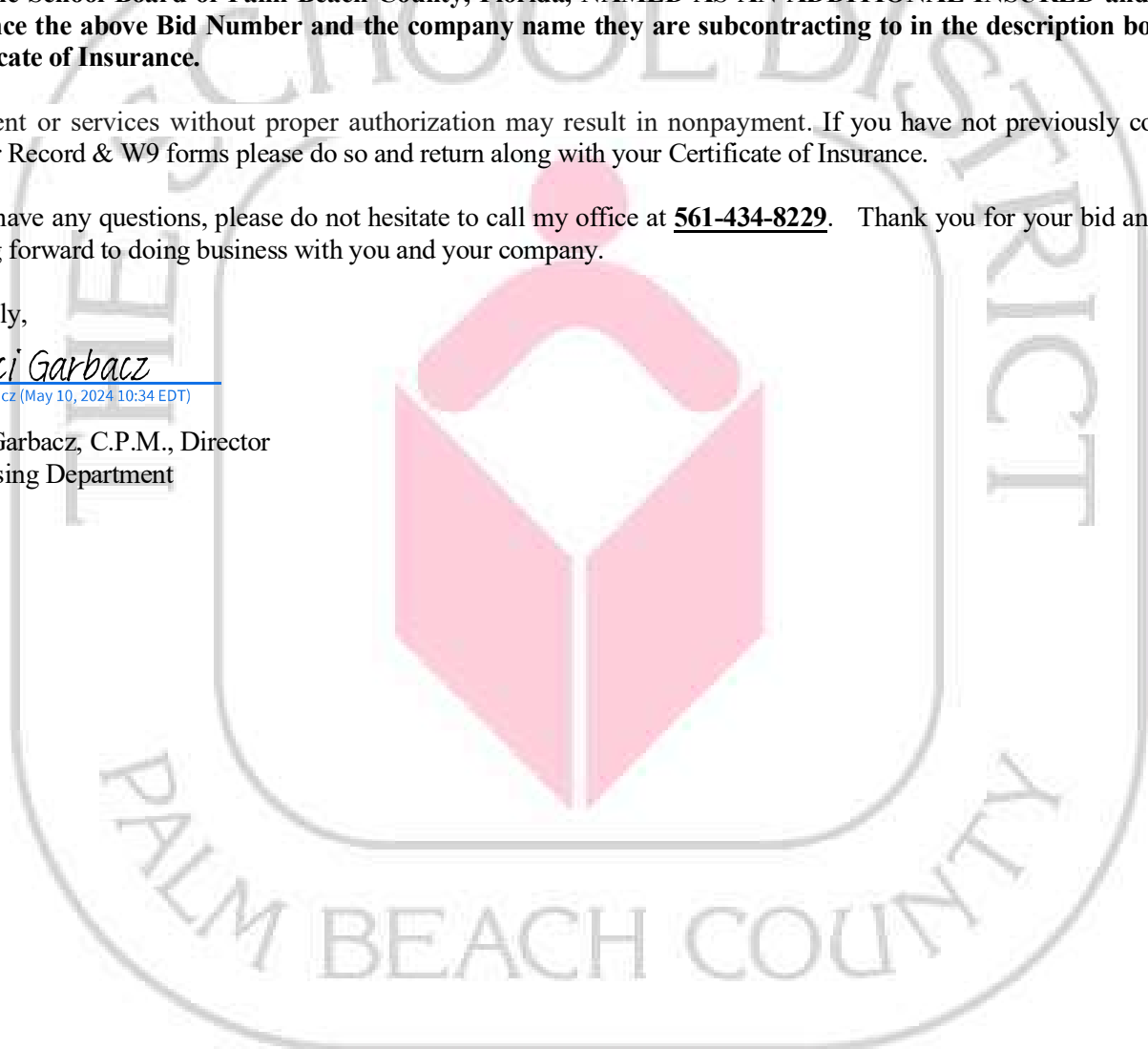
If you have any questions, please do not hesitate to call my office at **561-434-8229**. Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Darci Garbacz

Darci Garbacz (May 10, 2024 10:34 EDT)

Darci Garbacz, C.P.M., Director
Purchasing Department



BACKGROUND/FINGERPRINTING INSTRUCTIONS

Vendors, Contractors and Consultants will be required to have all contracted workers schedule a fingerprinting appointment before any work commences on school/department sites. Individuals who do not show up for their scheduled appointment time will be charged a Rescheduling Fee of \$12.00 by Fieldprint Inc.

Vendors, Contractors and Consultants will schedule their fingerprinting appointment by following these instructions:

1. Visit www.fieldprintflorida.com
2. Enter an email address under "New Users/Sign Up" and click the "Sign Up" button. Follow the instructions for creating a Password and Security Question and then click "Sign Up and Continue".
3. **Enter the Fieldprint code given to you by department or school(s) that you will be working/providing services with. Failure to use the code provided will result in your background not being received and your fee being lost.**
4. If you do not have a point of contact at a dept/school, complete this form: <http://l.sdpbc.net/i89dd> A team member from Human Resources will contact you.
5. Enter the contact and demographic information required by the FBI and schedule a fingerprint appointment at the location of their choosing.
6. At the end of the process, Vendors, Contractors and Consultants should print and take the Confirmation Page with them to their fingerprint appointment, along with two forms of identification.
7. Any questions or problems may be directed to the Fieldprint Customer Service Team at 877-614-4364 or customerservice@fieldprint.com.

If you already have a blue state of Florida vendor badge? Save time and money by contacting HR at (561) 434-8821 or Fingerprinting@palmbeachschools.org.

If a Vendor, Contractor or Consultant would like to set up an account with Fieldprint Inc. so they can pay for the fingerprint fee on the behalf of their employees, please contact Customer Service at 877-614-4364 or customerservice@fieldprint.com.

The Vendor, Contractor or Consultant will have to complete a standard agreement and an account set up form. Upon the completion and submission of the forms, Fieldprint will set up the vendor's fingerprint account.

Fingerprinting costs are per individual and is the responsibility of the individual scheduling the appointment and payable online when the appointment is scheduled. The badge pickup will be available during the hours of 7:30 a.m. - 4:30 p.m., Monday through Friday, except on designated School District holidays.

Badge pick up location:

The Fulton Holland Educational Services Center
School Police Department
3300 Forest Hill Boulevard
West Palm Beach, FL 33406

Vendor	Technician Regular Hours 7:00 Am to 3:30PM	Technician Overtime Over 40 Hours	Technician Premium Time After 3:30PM	Assistant/Helper Regular Rate7:00 Am to 3:30 PM	Assistant/Helper Overtime Over 40 Hours	Assistant/Helper Premium Time After 3:30PM	Materials/Sub- Contractors Service Cost Plus Percentage
Jade Communications, Inc.	\$87.00	\$130.00	\$130.00	\$74.00	\$110.00	\$110.00	10%