



Invitation to Negotiate (ITN)

**Leon County Schools
Purchasing Department
3397 West Tharpe Street
Tallahassee, Florida 32303
purchasing@leonschools.net**

Wide Area Network (WAN) Installation (E-Rate) ITN 109-2026

ITN Released: November 21, 2025

Deadline for Questions*: December 3, 2025

Replies Due*: 2:00 p.m. on January 9, 2026

Tony Green

Procurement Officer

**Timeline subject to change. Changes will be communicated through an addendum to this ITN (see Section 1.8)*

ITN Timeline

ITN Process Steps	Date and Time	Location (if applicable)
Release of ITN	November 21, 2025	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com
Mandatory Pre-Bid Conference	December 2, 2025 at 10:00 a.m.	Microsoft Teams Need help? Join the meeting now Meeting ID: 229 846 614 326 2 Passcode: tj2es39b <i>Each Respondent is solely responsible for confirming attendance with the Procurement Officer during the meeting.</i>
Written Questions Due	December 3, 2025 by 5:00 p.m.	Submit to: Tony Green, Procurement Officer Subject: ITN 109-2026 WAN Installation Email: purchasing@leonschools.net
Anticipated Posting of Answers to Submitted Questions	December 9, 2025	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com
Sealed Replies Due and Opened	January 9, 2026 at 2:00 p.m.	Submit to: Leon County Schools Purchasing Department Attn: Tony Green, Procurement Officer Re: ITN 109-2026 WAN Installation 3397 W. Tharpe Street Tallahassee, FL 32303* <i>*Also the location for the Reply Opening</i>
Evaluation Team Meeting	January 14, 2026	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Anticipated Negotiations	January 26, 2026	Leon County Schools Virtual Meeting(s)
Negotiation Team Meeting	February 17, 2026	The meeting date and time will be posted at least seven (7) days prior to the meeting on the District's website at https://www.leonschools.net/Page/4411 .
Anticipated Date the District will Advertise its Notice of Recommended Board Decision	February 17, 2026	District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com

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SECTION 1: Key Information



1.1 Quick Facts

The School Board of Leon County, Florida (hereinafter referred to as the “District”) is requesting sealed Replies from interested, available, and qualified firms to provide a turnkey solution for a leased lit or leased dark fiber wide area network (WAN) and related services.

- a. The use of capitalization (such as Respondent) denotes words and phrases with special meaning as defined in Section 5, Definitions.
- b. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
- c. The District reserves the right to perform, or cause to be performed, the services herein described in any manner it sees fit, including, but not limited to, award of other contracts, utilization of existing State or governmental contracts, public purchasing cooperatives, or to perform the work with its own employees.



1.2 Respondent Qualifications

Respondents shall maintain a permanent place of business, have adequate equipment to perform the requested services, be financially solvent, and maintain enough qualified personnel to perform the services of this Contract.

- a. The Respondent shall have a minimum of five (5) years of experience successfully implementing and providing leased lit or dark fiber wide area network (WAN) and related services.
- b. The Respondent shall demonstrate successfully implementing and providing leased lit or dark fiber wide area network (WAN) and related services to at least three (3) separate accounts.
- c. The Respondent shall have the capacity and infrastructure to provide installation, maintenance, and technical support for a leased lit or dark fiber wide area network (WAN) and related services.



1.3 How to Contact Us (Procurement Rules and Information)

- a. All questions related to this ITN must be made in writing via email to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District’s website at <https://www.leonschools.net/Page/4411> and DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.
- c. Between the release of the solicitation and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Respondents to this ITN or persons acting on their behalf may not contact any employee or officer of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Reply.
- d. Any person requiring special accommodations responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind,

or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

e. The District's Procurement Officer

Name: Tony Green, Procurement Officer

Purchasing Department

Leon County Schools

397 W. Tharpe Street

Tallahassee, FL 32303

Telephone: (850) 488-1206

Email: purchasing@leonschools.net

- f.** The Respondent shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this ITN. Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Respondent are recognized as duly authorized expressions on behalf of the Respondent.



1.4 Developing Your Reply

- a.** This ITN is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b.** Respondents should take the time to read and understand the ITN. In particular, they should:
- 1.** Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
 - 2.** Develop a strong understanding of the District's requirements detailed in [Section 2](#).
 - 3.** Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c.** Respondents should prepare a clear and concise Reply, avoiding complicated jargon and thoroughly describing their ability to meet the expectations of the District.
- d.** Respondents must follow the format and instructions included in this ITN for their Reply submittal.
- e.** Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Including alternate provisions or conditions may result in the Reply being deemed non-responsive to the solicitation.
- f.** Respondents must use Attachment I (Cost Reply) to submit pricing. Respondents shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this ITN.
- g.** **Respondents should thoroughly review their Reply before submission to ensure the Reply is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.**
- h.** The District is not liable for any costs incurred by a Respondent while responding to this ITN, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.

- i. Respondents are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.
- j. **The District may reject any and all Replies that do not meet the following pass/fail criteria (also referred to as Mandatory Responsiveness Criteria).** Any Reply rejected for failure to meet these requirements will not be evaluated further:
 - 1. The Respondent's Reply shall demonstrate the Respondent having a minimum of five (5) years of experience successfully installing leased lit or dark fiber wide area network (WAN) and related services.
 - 2. The Respondent's Reply shall demonstrate the Respondent installing leased lit or leased dark fiber wide area network (WAN) and related services to at least three (3) separate accounts.
 - 3. The Respondent shall confirm they have the capacity and infrastructure to provide installation, maintenance, and technical support for the leased lit or dark fiber wide area network (WAN).
 - 4. The Respondent must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.), Section 218.39, Florida Statutes, (F.S.) as defined in Chapter 10.800, Rules of the Auditor General; and
 - 5. **Respondent must attend the Mandatory Pre-Bid Conference and is solely responsible for confirming attendance with the Procurement Officer at such time.** Respondents who do not confirm attendance with the Procurement Officer at the time of the conference may be deemed non-responsive.
 - 6. The Respondent shall complete and submit:
 - i. Attachment I, Cost Reply in Excel format
 - ii. Attachment II, Required Provisions Certification
 - iii. Attachment III, Notice of Conflict of Interest
 - iv. Attachment IV, Respondent Contact Information
 - v. Attachment V, Respondent's Reference Form
 - vi. Attachment VI, Local Preference Affidavit
 - vii. Attachment VII, Subcontracting Form
 - viii. Attachment VIII, Drug-Free Workplace Certification
 - ix. Attachment IX, Certification Regarding Debarment
 - x. Attachment X, Certification Regarding Lobbying
 - xi. Attachment XI, Vendor Affidavit Regarding the Use of Coercion for Labor and Services



1.5 Submitting Your Reply

- a. Respondents shall submit their Replies in a sealed envelope or package with the ITN number and the date and time of the Reply opening clearly marked on the sealed envelope or packaging. Respondents may submit their Replies by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The District will not accept any Replies submitted via email or fax.**

- b. Respondents must mail or otherwise deliver their Replies to the following address:

Leon County Schools

Purchasing Department

ITN 109-2026 WAN Installation

Attn: Tony Green, Procurement Officer

3397 W. Tharpe Street

Tallahassee, FL 32303

- c. It is the Respondent's responsibility to ensure their Reply is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Replies received and shall provide the official time for the Reply opening. **Late Replies will not be accepted.**
- d. Submit a Technical Reply and a Cost Reply in separately sealed and clearly labeled packages. The Cost Reply may be shipped along with the Technical Reply as long as it is sealed separately (such as in a sealed envelope) within the same shipping container and clearly marked.
- e. Submit one (1) signed, original Technical Reply, five (5) additional hardcopies, and five (5) electronic copies of the Technical Reply in searchable PDF format on individual electronic storage devices or flash drives (not password protected). The original Technical Reply will take precedence in the event there is a discrepancy between the original and the hard copies or electronic copies.
- f. Submit one (1) signed, original Cost Reply (Attachment I) and one (1) electronic copy of the Cost Reply in searchable PDF format on an electronic storage device or flash drive (not password-protected). The original Cost Reply will take precedence in the event there is a discrepancy between the original and the electronic copy.
- g. The signed original Replies shall be clearly marked as "Original," and the hardcopies shall be numbered one (1) through five (5).
- h. If the Respondent includes information in their Reply that they believe is and have marked as confidential or trade secret, the Respondent should submit one (1) redacted hard copy and one (1) redacted electronic copy in searchable PDF format (in addition to the non-redacted version) as outlined in Section 3.6.
- i. Respondents are encouraged to print Reply documents double-sided and minimize the use of non-recyclable materials.



1.6 Reply Opening

- a. Replies are due and will be publicly opened at the time, date, and location specified in the Timeline.
- b. District staff are not responsible for the inadvertent opening of a Reply that is improperly sealed, addressed, or not correctly identified with the ITN number.
- c. After the Reply Opening, interested parties may submit a written request to the Procurement Officer for the names of all Respondents.



1.7 Disposition of Replies

- a. The District reserves the right to withdraw this ITN at any time, and by doing so, it assumes no liability to any Respondent.

- b. The District reserves the right to reject any Replies received in response to this ITN.
- c. The District reserves the right to waive Minor Irregularities when doing so would be in the best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.
- d. All documentation produced as part of this Reply shall become the exclusive property of the District, may not be returned to or removed by the Respondent or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the District reject all Replies and re-solicit, information submitted in Reply to this ITN will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Reply. The award or rejection of a Reply shall not affect this right.



1.8 Changes to the ITN

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4411> and on DemandStar at

<https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement. Respondents are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.



1.9 Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to purchasing@leonschools.net. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

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SECTION 2: Scope of Work

2.1 Background

The District and the School Board are created under Article IX, Section 4, of the Constitution of the State of Florida. The School Board is an independent taxing and reporting authority responsible for the operation, control, and supervision of all free public schools within the school district, subject to the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for, among other things, the adoption of policies that govern the operation of District public schools. The elected Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 31,000 students ranging from pre-kindergarten through the 12th grade and 4,000 full-time staff across suburban and rural areas covering 702 square miles. The District also provides adult education at several facilities during regular and non-school hours. In addition to the standard curriculum, the District offers a variety of specialized technical training programs for the higher grade levels.

All LCSB sites included in this ITN are provided on Attachment I, Cost Reply. LCSB does not prescribe aggregation hub/core ring sites; all proposed network designs meeting or exceeding the goals outlined will be considered.

Current WAN Design

LCSB's WAN uses a HUB-and-Spoke topology, with all sites connecting to a centralized HUB at the LCSB Data Center, 520 South Appleyard Dr, Tallahassee, FL 32304.

Internet connectivity is provided separately by two 10 Gbps circuits totalling 20 Gbps. Internet access is not requested on the solicitation.

Current bandwidth levels per site:

- - 500 Mbps x 31
- - 1 Gbps x 17
- - 10 Gbps x 2

Exhibits:

Exhibit A: Current Bandwidth Levels per Site

Exhibit B: Current Network Diagram (logic design for reference; not prescriptive)

2.2 Procurement Overview

The intent of this ITN is to obtain an E-Rate eligible leased lit or leased dark fiber WAN and related services from a qualified vendor. The WAN network will serve only LCSB students and staff, providing dedicated service to each site.

Respondents may propose Leased Lit Fiber (LLF) or Leased Dark Fiber (LDF) solutions that meet the requirements outlined in this ITN.

2.3 Contract Term

Pending funding availability, the Contract shall begin upon the District’s notice to proceed. The expected Contract terms and options to renew are:

Description	Time Period
The initial term of the Contract	Ten (10) years
Optional Contract Renewal Term(s)	Two (2) Five-Year Terms
Maximum term of the Contract	Twenty (20) Years

Bandwidth upgrades during the contract term will not reset the contract term.
Early termination allowed for site closures without penalty.
Additional sites may be added at existing monthly recurring charges (MRC), with one-time, non-special construction charges covered by the district.

2.4 Compensation

Compensation will be based on approved pricing, including one-time, non-recurring charges (NRC), monthly recurring charges (MRC), and special construction costs.

No price increases are permitted during the initial contract term.

To be eligible for all available funding, LCSB will follow the purchasing policies of the Leon County School Board and the requirements of the FCC’s E-Rate program administered by USAC.

Implementation of any associated contracts depends on LCSB issuing a written Notice to Proceed. **E-Rate funding notification alone does not constitute a Notice to Proceed. LCSB may allow contracts to expire if funding, including state matching funds, is not available. The resulting Contract from this solicitation is fully dependent upon Board approval and available funding.**

LCSB intends to utilize the FCC 10% State Matching Fund program for special construction charges. If approved, the discount level will remain at 90%. **This Contract is contingent upon approval of E-Rate and state match funding.**

2.5 Goals and Objectives

- Provide a reliable, resilient, and scalable WAN network that meets current and future bandwidth needs.
- Ensure network availability and security for all LCSB sites.
- Maintain cost-effective service with clear pricing, including all recurring and non-recurring charges.

2.6 Scope of Services

Leased Lit Fiber (LLF)

Proposals for LLF should provide a comprehensive design for a reliable, robust and scalable WAN topology that meets the connectivity needs of all school, administrative, and support sites and removes the potential

of outage at any one location due to a fiber cut or other service interruption. No single outage shall affect more than three sites.

- LCSB **must** have a dedicated, symmetrical transport bandwidth of 10 Gbps to each location between the designated endpoints. Respondents are also encouraged to provide pricing for incremental bandwidth levels of 20, 30, and 40 Gbps.
 - If a respondent charges separate fees for both endpoint connections, this **must** be clearly stated in their formal bid response and on the pricing attachment.
- All WAN locations **must** be scalable to 40 Gbps. The main district hub and aggregate hub sites must be scalable to 100 Gbps. Proposers must indicate in Attachment I the sites that have been selected as aggregation hub/core sites for your proposal. LCSD is not prescribing locations to be utilized as aggregation hub/core sites. All designs must include all required routing, switching, power, etc) to provide connectivity to all LCSB sites.
- Layer 3 managed services must be included for all equipment related to the proposed design. Equipment necessary for the service to function will continue to be owned, managed, and maintained by the Awardee. Costs related to the equipment necessary for the service to function must be represented as part of the monthly-recurring cost.
- Each Respondent proposing a Leased Lit Fiber solution **must** complete the Vendor Proposed Attachment I, Cost Reply, and **must be** returned in .xlsx format. Respondents who return the required pricing in any format other than .xlsx (e.g., PDF) **will be** considered non-responsive.
 - Special construction and monthly recurring costs are required to be broken out and listed separately.
 - No increased pricing will be allowed during the term of the quoted special construction, non-recurring costs (NRC), and MRC rate in each pricing cell of the matrix.

The awarded Respondent will make all reasonable efforts to ensure 99.99% network availability of each circuit.

- 25% frame/packet loss commitment
- 25ms round trip network latency commitment
- 10ms network jitter commitment
- There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason.
- The awarded Respondent's stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
- Network operations center: Solution will provide LCSB customer support functions including problem tracking, resolution, and escalation support management on a 24x7x365 basis. LCSB has the right and is encouraged to call concerning any problems that may arise relative to its connection with Successful Respondent provided services.
- Trouble reporting and response: Upon interruption, degradation or loss of service, LCSB may contact awarded Respondent by defined method with a response based on trouble level. Upon contact from LCSB, the awarded Respondent's support team will initiate an immediate response to resolve any LCSB issue. LCSB will receive rapid feedback on trouble resolution, including potential resolution time.
- Escalation: In the event that service has not been restored in a timely manner, or the LCSB does not feel that adequate attention has been allocated, the LCSB can escalate the trouble resolution by request. A list of escalation contacts will be provided when the implementation schedule is completed.

- Resolution: LCSB will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to LCSB.
- Measurement: Time starts from the time the LCSB contacts awarded Respondent and identifies the problem. Credits for outages should be the following:
 - Length of Service Outage Credit is the following percentage of monthly recurring cost:
 - Less than 2 hours - No Credit
 - Greater than two (2) hours and less than four (4) hours - 5%
 - Greater than four (4) hours and less than eight (8) hours - 10%
 - Greater than eight (8) hours and less than twelve (12) hours - 15%
 - Greater than twelve (12) hours and less than sixteen (16) hours - 20%
 - Greater than sixteen (16) hours and less than twenty-four (24) hours - 35%
 - Greater than twenty-four (24) hours - 50%
- Reports: Upon request, an incident report will be made available to the LCSB within five (5) working days of resolution of the trouble.
- Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
- Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing LCSB.

Leased Dark Fiber (LDF)

- Proposals for LDF should provide a comprehensive design for a reliable, robust and scalable WAN topology that meets the connectivity needs of all school, administrative, and support sites and removes the potential of outage at any one location due to a fiber cut or other service interruption. No single outage shall affect more than three sites.
- LCSB is requesting four (4) strands (2 pair) of single-mode fiber to each eligible entity location listed on the Attachment I, Cost Reply. **See Technical Specifications for additional requirements.**
 - **Excess Fiber Strands:** To the extent that the awarded Respondent installs additional strands of fiber for future business ventures, the awarded Respondent assumes full responsibility to ensure those incremental costs are allocated out, as applicable, of the special construction charges to the LCSB in accordance with FCC rules and orders.
 - **Note:** If, after the issuance of the FCDL (Funding Commitment Decision Letter), USAC or the FCC determines that the awarded Respondent did not cost allocate those charges associated with any additional, excess strands, the LCSB will not be responsible for reimbursing the awarded Respondent, and the awarded Respondent will assume all responsibilities and costs deemed ineligible by USAC.
- All WAN locations **must** be scalable to 40 Gbps. The main district hub and aggregate hub sites must be scalable to 100 Gbps. Proposers must indicate in Attachment I the sites that have been selected as aggregation hub/core sites for your proposal. LCSB is not prescribing locations to be utilized as aggregation hub/core sites. All designs must include all required routing, switching, power, etc) to provide connectivity to all LCSB sites.
- Layer 3 managed services must be included for all equipment related to the proposed design. Equipment necessary for the service to function will continue to be owned, managed, and maintained by the

Awardee. Costs related to the equipment necessary for the service to function must be represented as part of the monthly-recurring cost.

- Vendors are encouraged to provide costs related to the equipment necessary for the service to function as part of the monthly recurring cost. LCSB reserves the right to ask vendors clarifying questions during the proposal review process to ensure that the District is receiving the most cost-effective solution that meets the technical requirements of this ITN.
- Each Respondent proposing a Leased Dark Fiber solution **must** complete the Attachment I, Cost Reply, and **must be** returned in .xlsx format. Respondents who return the required pricing in any format other than .xlsx (e.g., PDF) **will be** considered non-responsive.
 - Special construction and monthly recurring costs are required to be broken out and listed separately.
 - No increased pricing will be allowed during the term of the quoted special construction, non-recurring costs (NRC), and MRC rate in each pricing cell of the matrix.
 - WAN design must include all required (routing, switching, power, etc.) necessary to provide connectivity light the dark fiber at the desired bandwidth speeds to all LCSB sites.
 - The price per foot cost for special construction has been included on the pricing sheet for any future sites that may be added to the network during the life of the contract.
- All sites listed in Attachment I, Cost Reply, **must** be included in the proposal. **Failure to include all sites in a proposed price option may result in a Respondent being deemed non-responsive.**
 - If a site listed on Attachment I, Cost Reply, will not receive a direct connection on the network, this must be clearly stated in the proposal and on Attachment I, Cost Reply.
- All LDF proposals require maintenance as part of the proposal, even if maintenance is subcontracted to a third party. In the case of the third-party maintenance, the awarded Respondent **must** hold and manage the subcontract and is ultimately responsible for the SLA. It is assumed that the dark fiber network is part of the service provider's more comprehensive fiber infrastructure. The Respondent will include only the portion of maintenance that is required to support the District fiber segments versus overall network maintenance. If the fiber serves multiple customers, the maintenance cost should be shared among all the recipients. For leased dark fiber offerings, maintenance costs shall be assumed to be included in the monthly lease fee. Fee structures that separate maintenance costs **must** explicitly state this and provide itemized costs.
- All **Leased Dark Fiber** solutions **must** adhere to the following Service Level Agreement (SLA) terms:
- The awarded Respondent will make all reasonable efforts to ensure 99.99 percent network availability of all leased dark fiber strands.
- The awarded Respondent shall maintain the fiber seven (7) days per week, twenty-four (24) hours per day.
- In the case that maintenance is contracted to a third party, the awarded Respondent still bears full responsibility to LCSB for adherence to the SLA.
- The awarded Respondent will respond to any outage due to a fiber cut, crimp, bend or another fiber related failure, within (2) two hours and thereafter proceed to correct the malfunction with reasonable diligence.
- Service Outage shall be calculated from the time the call is placed by LCSB regarding the Outage. Service Outage shall be defined as one or more strands not satisfying the technical performance requirements in this ITN. Credits for outages should be the following:

- Length of Service Outage Credit is the following percentage of monthly recurring cost:
 - Less than 2 hours - No Credit
 - Greater than two (2) hours and less than four (4) hours - 5%
 - Greater than four (4) hours and less than eight (8) hours - 10%
 - Greater than eight (8) hours and less than twelve (12) hours - 15%
 - Greater than twelve (12) hours and less than sixteen (16) hours - 20%
 - Greater than sixteen (16) hours and less than twenty-four (24) hours - 35%
 - Greater than twenty-four (24) hours - 50%

Technical Specifications

- This ITN describes the District's needs and requirements that it expects the Respondent to address. This ITN does not dictate a specific technology for the Respondent and the District will accept proposals for leased lit fiber and leased dark fiber. As a result, Respondents have great latitude in their technical approach for meeting the District's requirements and service levels. The District will consider any technology or topology, as well as combinations of those technologies that can meet the bandwidth and service level requirements in this ITN.
- Respondent **must** demonstrate to the District that its approach will meet the District's requirements. The solution proposed should be robust, resilient, scalable, and, to the extent financially feasible, avoid a single point of failure.
- Respondent **must** clearly explain the path diversity being offered and how service outages will be addressed whether it is a cut line coming from the main central office as well as a central office building outage. Explain how your network resiliency ensures no single point of failure will impact LCSB. If single point failures exist, explain how a failure would be mitigated.
- Due to current and future bandwidth needs, Respondents are encouraged to provide dedicated infrastructure to LCSB. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to LCSB and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.
- Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).
- LCSB is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the Respondent to present their best solution while recognizing the cited termination locations.
- In this ITN the District uses the term service delivery point (SDP) to define the point at which a service is delivered physically or logically by a supplier to an LCSB site. An SDP is an interface between the Service Provider's facilities and the District's facilities. It is also one of the parameters the District will measure to determine compliance with the contract. It is the point at which the Service Provider will use to identify the charges for the service rendered.
- If the Respondent is proposing a solution that aggregates bandwidth and network traffic from remote sites for delivery to LCSB Data Center via any SDP supporting more than one (1) remote SDP, the District desires a solution where the Data Center must connect to the Service Provider, provided High Speed Digital WAN with a minimum of two SDP's for the District Data Center site.
- If the Respondent is proposing a solution that aggregates bandwidth from remote sites to LCSB Data Center for cost comparison purposes, LCSB requires 50% of the total remote capacity bandwidth to be installed and provided in LCSB Data Center with an adequate and flexible QoS implementation to account

for this over-subscription. Vendors are encouraged to propose various oversubscription models that help achieve the goals of a cost-effective solution that avoids network bottlenecks. When appropriate, the District will consider these alternative solutions when completing the cost comparison.

- i. In any design or proposal, remote and central site bandwidth will be determined during contract negotiations based on the demand requirements and pricing. Proposals shall include “not to exceed” pricing commitments, both one-time and recurring, for bandwidth upgrades during the period of the Contract.
- ii. All network traffic that exits a Site WAN Equipment SDP must pass directly to LCSB Data Center where LCSB will apply appropriate Internet content filters and security arrangements between the Data Center LAN and the Internet, and between other District sites. LCSB Data Center will provide:
 1. Essential services to all Sites; therefore, the WAN is expected to provide continuous connectivity to the LCSB Data Center simultaneously for all Sites. Internet service is not part of this ITN

Special Construction

- In E-Rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
- Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-Rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.
- Special construction charges eligible for Category One support consist of three components:
 - Construction of network facilities
 - Design and engineering
 - Project management
- If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC)**. For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.
- Special Construction Payment Plan Option: LCSB requests that the Respondent(s) consider allowing the District to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal annual instalments over four years from funding year 2026-2027 to funding 2029-2030. Respondent **must** specify agreement or non-agreement of this request
- **Reselling and Subcontracting:**
 - Any Respondent who intends to resell or subcontract a lit service from a third party **must** supply proof in writing with their proposal that said party can provide service at all proposed LCSB locations.
 - If, at any point following the proposal submission, any changes from the third party alter the costs or significantly change scope of proposed service then LCSB will not be liable for the cost increase and reserves the right to disqualify the proposal and cancel any signed contracts without penalty.
- **Timeline:**
 - For each solution, Respondents **must** include a timeline for bringing all sites online.

- For solutions proposed requiring little to no special construction should be able to bring all sites online by the end of funding year 2026-27
- For solutions proposed requiring special construction, a schedule of bringing all sites online **must** be included with an explanation of how this timeline shifts if the date of the E-Rate funding commitment shifts.
- **Demarcation:**
 - All solutions **must** terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.
 - There must be a clear demarc between vendor and district owned equipment. The vendor may NOT connect directly to the district switch or router. Any such connection will be accomplished via a district owned jumper cable.
 - Solutions bringing service to the property line but not to the demarcation point are not acceptable.
 - Respondent **must** specify specific demarcation setup included in base fees, e.g. wall mounted CPE and handoff, rack mount patch panel, etc.
 - In each building, Contractor must run infrastructure or service to an existing (TR / ER / MDF, etc.) designated by Owner. Proposals bringing service to the property line but not inside of the demarc address (TR / ER / MDF, etc.) are not acceptable. Site Diagrams to assist with the location of TR / ER / MDF, etc. locations will be provided upon request.
- **Network Diagram:**
 - For each solution, Respondent **must** include a network diagram displaying the paths to be used to serve each endpoint.
 - Diagrams **must** show if circuits are routed through any non-LCSB aggregation hubs, equipment, or third-party facilities between hub site and each endpoint.
- **E-Rate Program Integrity Assurance (PIA) Review:**
 - The Awarded Respondent is required to promptly provide LCSB with any information being requested as part of PIA review.
 - Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
 - For all proposals that include special construction, the Respondent agrees to, by submitting its proposal, to produce all construction labor, construction materials and other cost information requested during PIA review.
 - All proposals **must** agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification and rejection of proposal.
- **Capacity Planning:**
 - The LCSB model for network capacity planning begins with a WAN capacity of 10 Gbps or four strands of fiber to each site. The offer's solution should allow for the aggregated capacity so each site has the full symmetrical service to conform to the logical load balanced diagram provided. LCSB also may have changes in the school locations during the contract term, the successful awardee will allow for site location changes under the scope of this contract and will afford LCSB the same monthly rates and will allow for Special Construction (fiber build-out) and other non-recurring charges (installation/equipment charges) on a contract amendment.

2.7 Negotiated Items

Any item not outlined in the Scope of Services may be subject to negotiations between the District and the successful Respondent.

After award of this Reply the District reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.

At contract renewal time(s) or in the event of significant industry wide market changes, the District may negotiate justified adjustments such as price, terms, etc., to this contract if the District, in its sole judgment, considers such adjustments to be in the best interest of the District.

2.8 Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Successful Respondent(s) performance under the Contract and in determining compliance with Contract terms and conditions.

- On-site reviews of work performed;
- Documentation/review of timely Reply to work requests;
- Documentation/review of timely completion of work as assigned; and
- Documentation/review of invoices

The Contract Manager will provide a written monitoring report to the Successful Respondent within 30 days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Successful Respondent(s) the opportunity for correction, where feasible.

Within ten calendar days of receipt of the District's written monitoring report, the Successful Respondent shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable) in Reply to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Successful Respondent. CAPs that do not contain all the information required shall be rejected by the Contract Manager in writing. The Successful Respondent shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$100 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based on the submitted CAP.

Any Contractor that has documented non-compliance issues without resolution one or more times may have their contract cancelled due to non-performance. Contract cancellation will be at the sole discretion of the District.

- SLA compliance monitored; outage credits provided per SLA schedule
- Trouble reporting, escalation, and resolution plan required
- Historical uptime statistics and incident reports must be provided upon request.

SECTION 3: Procurement Rules and Information

3.1 Contents and Format of Reply Submittals

Replies are to be organized in TABs as directed below. Respondents shall include all the requested information in each TAB, or their Reply may be deemed non-responsive. Additionally, information included in the incorrect section may not be scored by the District's Evaluation Team.

Technical Reply

a. TAB A: Criterion 1 - Qualifications of the Respondent – (Weighted 20%)

1. In this tab, Respondents shall Demonstrate the Respondent's, and their staff's qualifications and, and experience in providing the services as requested in this Invitation to Negotiate. Submit a Business Summary, including years in business and information documenting the Respondent's financial stability. Respondents shall provide, at a minimum, documentation demonstrating that they are experienced and reputable in WAN network fiber construction and experienced in E-Rate services for public-school divisions, to include resumes and related references of the overall Respondent and staff assigned relative to the services requested by this ITN, for no less than five (5) years.

Respondents should include a minimum of (3) references where the Respondent has provided services similar to the services being solicited in this ITN. The information provided should include a contact person's name, position, up-to-date telephone number and email address, the company for which the contact person worked, and the time period of the services performed. Respondents may not Leon County School District as one of their references.

b. TAB B: Criterion 2 - Technical Approach to Services (Weighted 30% Overall, 5% Individually)

In this tab, Respondents should provide, in detail, their approach to fulfilling the scope of services being solicited by this Invitation to Negotiate and demonstrate their compliance with the requirements of the Scope of Services. Respondents shall provide the following:

- a. The Respondent's approach for its construction and project safety standards. Include any reference to Respondent's overall and long-term safety track-record, layout and hazard avoidance, any related staff certifications, as appropriate, and compliance with other relevant industry standards. Include any formal or informal, internal or external, review processes which the Respondent participates in for ongoing safety-related evaluation of its equipment and components, with the resulting goal of improving and/or recalling of its equipment and components.
- b. Include Respondent's approach to safety for configuration and layout, visibility and supervision enhancements, and any other general provisions related to the Respondent's approach.
- c. The Respondent's approach for construction and build, including any service offerings necessary to support compliance with industry guidelines, standards and/or other relevant criteria.
- d. The consulting approach presented here shall demonstrate Respondent's experience

and capabilities with WAN fiber networks, to include proper selection, application, and configuration of equipment build and configuration for current needs and futureproofing of design and build for next 20 years.

- e. The Respondent's support and continuity for equipment hardware and components, including interchangeability and compatibility of components and hardware.
 - i. Respondent shall demonstrate its ability and commitment to supply replacement components long-term in a reasonable delivery time. Include current and lead-times for supplying replacement parts, hardware, accessories and/or components.
 - ii. Include compatibility of attachment points to continue to safely support other types of Respondent's parts and accessories over time if and/or when the exact-fit replacement parts and components are discontinued. Include references to the traditional period that replacement parts, hardware, accessories, and/or components are supported by the Respondent for WAN equipment configuration.
 - iii. Respondent should include a transition plan that minimizes service disruption and demonstrates efficiency.
- f. Equipment, Materials, Components, Warranty
 - Include both the traditional lead times of equipment offerings, as well-as supply-chain-impacted lead-times. Include these lead times associated with its most available equipment offerings and least-available equipment offerings.
 - Include information on the life expectancy of equipment.
 - Include warranty information detailing the duration of the warranty, start date of installed equipment and typical response time to warranty-related calls.
 - All equipment must be under warranty and not designated as end-of-life at any point during the term of this contract.

c. **TAB C: Required Forms**

Respondents shall complete the following forms:

1. The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;
2. Completed Application for Vendor Status*, and associated forms (<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
3. Attachment III, Notice of Conflict of Interest
4. Attachment IV, Respondent Contact Information
5. Attachment V, Respondent's Reference Form
6. Attachment VI, Local Preference Affidavit (if applicable)
7. Attachment VII, Subcontracting Form (if applicable)
8. Attachment VIII, Drug-Free Workplace Certification
9. Attachment IX, Certification Regarding Debarment
10. Attachment X, Certification Regarding Lobbying
11. Attachment XI, Vendor Affidavit Regarding the Use of Coercion for Labor and Services

***Please note if the Vendor is already registered with the District, it does not need to submit another application.**

Cost Reply (Sealed Separately)

Criterion 3 - E-Rate Eligible Goods and Services (Weighted 35%)

E-Rate eligible good and services will be based on total cost of ownership (TCO) analysis price for E-Rate eligible goods and services, calculated using expected bandwidths and the pricing models detailed in Attachment I. The TCO will be based on a timeframe not to exceed 20 years. The calculation will be based on the pre-discounted amount from the TCO/price analysis. Respondents are encouraged to provide pricing, including extension pricing, that will facilitate a long-term TCO/price analysis. Points will be calculated arithmetically: **(E-Rate Eligible TCO ÷ price from Respondent being reviewed) × total points for criterion.**

Criterion 4 - Total Long-Term Cost of E-Rate Eligible Goods and Services (Weighted 10%)

Will be based on the total cost of ownership (TCO) analysis, for E-Rate eligible goods and services, calculated using expected bandwidths and the pricing models detailed in **Attachment I**. The TCO analysis will be based on a time frame not to exceed 20 years. The calculation will be based on the total project cost amount from the TCO analysis. Respondents are encouraged to provide pricing, including extension pricing, that will facilitate a long-term TCO analysis. *TCO to LCSB will be calculated as total long term project cost less anticipated E-Rate funding, less expected state match for special construction, less additional matching funds from the State of Florida Notes.* Points will be calculated arithmetically: **(TCO to LCSB from Lowest Responsible Respondent ÷ TCO from Respondent being reviewed) × Total Points for Criterion.**

Criterion 5 - Cost of E-Rate Ineligible Goods and Services (Weighted 5%)

Cost of Ineligible Goods and Services will be based on the lowest ineligible cost ÷ cost being reviewed × total points.

3.2 Contents and Format of Cost Reply Submittals

Each Respondent shall complete and submit Attachment I, Cost Reply, indicating pricing for the Contract's initial and renewal terms. **The Cost Reply shall NOT be included in the Respondent's Technical Reply.** The Cost Replies shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Respondent's Technical Replies; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Respondent's Reply, actual pricing shall only be included in the Cost Reply. The inclusion of price information in the Technical Reply may result in finding the Reply non-responsive. Cost points will be awarded based on Attachment I, as described in Section 3.3 of this ITN. **The District may request that Respondents submit alternate pricing models during the Negotiation Phase of the ITN process.**

3.3 Reply Evaluation and Negotiation Process

The ITN process is used to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Respondents with which the District may negotiate to receive the best value.

This process involves two (2) phases, the Evaluation Phase and the Negotiation Phase. After Replies are received, responsive Replies will be reviewed using the Evaluation Criteria/Scoring Guidelines by an Evaluation Team designated by the District. Cost Replies will be evaluated by the LCS Procurement Officer. Scores will be combined, establishing the Respondent's overall score (including the Technical and Cost Score). The overall scores will be reviewed to establish a competitive range of Replies reasonably susceptible of an award. The District, at its sole discretion, will determine which of those Respondents, if any, with which to proceed to the Negotiation Phase. After negotiations are conducted, the Board will award the contract to the Responsible Respondent who it determines will provide the best value to the Board, based on the Selection Criteria in this ITN.

a. Evaluation Phase Methodology

The designated Evaluation Team members will individually and independently review each Reply and evaluate each Reply on each of the following Technical Evaluation sections per the established criteria.

Technical Reply – Scored by Evaluation Team Members			
Criterion	Available Points (scored by Evaluators)	Weight	Weighted Available Points
Criterion 1 – Qualifications of the Respondent	1-5	20%	100
Criterion 2 – Technical Approach to Services (Weighted 30% total)			
Criterion 2.a	1-5	5%	25
Criterion 2.b	1-5	5%	25
Criterion 2.c	1-5	5%	25
Criterion 2.d	1-5	5%	25
Criterion 2.e	1-5	5%	25
Criterion 2.f	1-5	5%	25
Cost Reply – Scored by Procurement Officer			
Criterion 3 -E-Rate Eligible Goods and Services		35%	175
Criterion 4 – Total Long-Term Cost of E-Rate Eligible Goods and Services		10%	50
Criterion 5 – Cost of E-Rate Ineligible Goods and Services		5%	25
TOTAL		100%	500
Preference Points			

Local Preference (Board Policy 6450)	10 Points
Small Business Certification (Board Policy 6325)	5 Points

Evaluation Team members will assign a score of 1–5 (using **no fractions or decimals**) to each Technical Evaluation Section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate). The table below provides scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

Assessment	Scoring Guidelines	Evaluator Score
Poor	Reply fails to address the component or it does not describe any experience related to the component; OR Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria.	1
Marginal	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or are so limited that it results in a low degree of confidence in the Respondent's response or proposed offering; OR Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential respects for the specific criteria.	2
Adequate	Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the District's needs for specific criteria.	3
Good	Reply more than adequately meets the minimum requirements, specification, or provision of the specific criteria, and exceeds those requirements in some respects for the specific criteria.	4
Excellent	Reply fully meets all requirements and exceeds several requirements, and exceeds the minimum requirements.	5

The Technical Evaluation scores received from each Evaluation Team member will be multiplied by their assigned weight. For each Respondent's Reply, their Technical Reply scores from all Evaluation Team members will be averaged to obtain the Respondent's weighted Final Technical Evaluation Score. The District will combine the Respondent's Final Technical Reply Score and the Respondent's Final Cost Reply Score to determine the Respondent's Final Evaluation Score.

The Final Evaluation Scores for all Respondents will be used to rank the Replies (Reply with the highest score = 1, the second-highest = 2, etc.). The ranking of Replies will be used to establish a competitive range to determine which Respondents may be invited to participate in the Negotiation Phase. At the District's determination, Responsive Respondent(s) will be invited to the Negotiation Phase based on their Final Evaluation Scores. Respondents are cautioned to propose the best possible offers in their initial Replies, as failing to do so may result in the Respondent not being selected to proceed to the Negotiation Phase.

b. Negotiation Phase Methodology

Based on the scores, Respondents will be ranked, and one or more Respondents may be chosen to commence negotiations. The District reserves the right to negotiate with any or all responsive and responsible Respondents, consecutively or concurrently, to determine the best value for a recommendation of award. During the Negotiation Phase, the District reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiation sessions with any or all Responsive Respondents.
2. Require any or all Responsive Respondents to provide additional revised or final written Replies addressing specified topics.
3. Require any or all Responsive Respondents to provide a written Best and Final Offer (BAFO).
4. Require any or all Responsive Respondents to address services, prices, or conditions offered by any other vendor.
5. Pursue a Contract with one or more Responsive Respondents for the services sought in this ITN and any addenda thereto, and request additional, revised, or final BAFOs.
6. Pursue the division of Contracts between Responsive Respondents by service type.
7. Arrive at an agreement with any Responsive Respondent, finalize principal Contract terms with such Respondent, and terminate negotiations with any or all other Respondents.
8. Decline to conduct further negotiations with any Respondent.
9. Re-open negotiations with any Respondent.
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation when necessary and consistent with the terms of this solicitation.
11. Review and rely on relevant information contained in the Replies received from any Respondent.
12. Review and rely on relevant portions of the evaluations conducted.
13. Reject any and all Replies if the District determines such action is in the best interest of the District.
14. Negotiate simultaneously or separately with competing Respondents.
15. Accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the interested entities offering such portions.
16. Utilize subject matter experts, subject matter advisors, and multi-governmental entities advisors to assist the Negotiation Team.
17. Visit a site where the Respondent is currently providing goods or services, with or without inviting the Respondent to participate.

The District has sole discretion in deciding whether and when to take any of the foregoing actions, the scope, and manner of such actions, the Responsive Respondent(s) affected, and whether to provide concurrent public notice of such decision(s).

Before award, the District reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for proper evaluation of Replies. Respondents that proceed to negotiations will be required to make a presentation/demonstration and may be required to provide

additional references, an opportunity for a site visit, etc. The District reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations provided by the Respondent shall include a list of persons attending on behalf of the Respondent, a copy of the agenda, and copies of all visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.

As part of the negotiation process, the District will review references as described in Section 3.2, a., and assess the extent of success of the projects associated with those references. The District also reserves the right to contact references provided, or not provided by the Respondent. Respondents may be required to provide additional references. The results of the reference checking may influence any final negotiations and selection of the Respondent.

In the Negotiation Phase, the Respondent's negotiators will meet with the District's designated Negotiation Team to negotiate rates/pricing/costs and Contract terms and conditions, as applicable to the services being procured through this ITN. The focus of the negotiations will be on achieving the solution that provides the best value to the District, based upon the Selection Criteria listed below, and satisfies the District's primary goals as identified in Section 2.5 of this ITN.

By submitting a Reply, a Respondent agrees to be bound to the terms of Section 4 – Contract Terms and Conditions. Respondents should assume these terms will apply during the Contract term, but the District reserves the right to negotiate different terms, requirements, or compensation models, pricing, and conditions if the District determines that it provides the best value to the District or its Members.

c. Selection Criteria:

1. The Respondent's articulation of its overall approach to providing the requested services;
2. The innovation of the Respondent's approach to providing the services;
3. The Respondent's articulation of its innovative solution and its ability to implement and execute that solution to meet the goals and objectives of this ITN;
4. The Respondent's demonstrated ability to provide comprehensive quality services cost-effectively and affordably;
5. The Respondent's experience in providing the services being procured and the maturity of its solution and offering;
6. How the Respondent's approach satisfies the goals identified herein; and
7. The value of the Respondent's proposed rates/pricing and any offered Value-Added Services.

d. Final Selection and Notice of Intent to Award

After the Negotiation Phase, the District will issue a written Request for Best and Final Offer(s) (RBAFO) to one or more of the Respondents with which negotiations were held.

At a minimum, based upon the negotiation process, BAFOs must contain:

1. A revised Description of Solution;
2. All negotiated terms and conditions; and
3. A final Cost/Revenue Share Reply.

Each BAFO will be submitted to the District for review by the Negotiation Team. Thereafter, the Negotiation Team will meet in a public forum to determine which Offer constitutes the best value to the District, based upon the Selection Criteria. The District's Negotiation Team will then develop a recommendation of an award that will provide the best value. In so doing, the Negotiation Team is not required to score any Respondent's BAFO but will base their recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation phase, and the Negotiation Team will not be bound by any Evaluation Phase Scores. The Procurement Officer will prepare a report to the Leon County School Board regarding the recommendation of the Negotiation Team.

The District does not anticipate re-opening negotiations after receiving BAFOs but reserves the right to do so if it is in the best interest of the District.

The Notice of Recommended Award shall be publicly posted and the Negotiation Team will send its recommendation to the Board. The Board will make the final award decision based on the Selection Criteria, taking into consideration the award recommended by the Negotiation Team.

3.4 Advertising Notice of Board Decision

A Contract may be awarded to the Responsive and Responsible Vendor who receives the highest Final Score, considering price and other requirements as set forth in Section 3.3. The District reserves the right to award one (1) or more Contracts, in whole or in part, for the services sought in this ITN. The District reserves the right to accept or reject any and all offers or separable portions and to waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the best interest of the Board.

As in any competitive solicitation, the Board shall advertise a public notice of Board Decision when the Board has decided on the outcome of the solicitation, including, but not limited to, a decision to award a Contract(s), reject all Replies, or to cancel/withdraw the ITN. **This project is fully dependent on Board approval as well as funding (E-Rate and match funds) availability. The District reserves the right to forgo the contract if 100% funding is not available.**

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

3.5 No Prior Involvement and Conflicts of Interest

Any Respondent who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity is ineligible to participate in this solicitation.

Additionally, no Respondent shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do or perform for, or on behalf of, any officer, agent, or employee of the Respondent. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Board. The Respondent shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

Certification and acceptance of this provision is incorporated in Attachment II, Required Provisions Certification.

3.6 Confidentiality, Proprietary, or Trade Secret Material

The District takes its public records responsibilities as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution very seriously. If the Respondent considers any portion of the documents, data, or records submitted in Reply to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Respondent must also simultaneously provide the District with a separate redacted copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Respondent on the cover and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Respondent submits its Reply to the solicitation and must only exclude or redact those exact portions that are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its Reply are confidential, trade secret, or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy with its Reply, the District is authorized to produce the entire documents, data, or records submitted by the Respondent in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents be liable for disclosing or otherwise failing to protect the confidentiality of information submitted in Reply to this solicitation.

3.7 Small Business Enterprise

This ITN, in the evaluation phase, is subject to the small business enterprise provisions specified in Board Policy 6325. If the Respondent is considering using subcontractors, the District highly encourages the use of small business vendors.

3.8 Local Purchasing Preference

This ITN, in the evaluation phase, is subject to the local preference provisions specified in Board Policy 6450. If the Respondent is considering using subcontractors, the District highly encourages the use of local business vendors.

SECTION 4: Contract Terms and Conditions

4.1 Contract Modifications

During the term of the Contract, the District may unilaterally require changes (altering, adding to, or deducting from the specifications) provided such changes are within the general scope of this solicitation. The Contractor may request an equitable adjustment in the price(s) or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require a formal contract amendment. The District shall provide written notice to the Respondent 30 days before any Department-required changes to the technical specifications and/or scope of service that affect the Respondent's ability to provide the service as specified herein. Other than purely administrative changes, any changes will require a written change order or formal Contract amendment.

The District will authorize additional services on an individual basis. The District would jointly determine a “not to exceed” price for each additional project using the contractually established hourly rates with the Contractor.

4.2 Use by Other Public Agencies

Pursuant to their own governing laws and subject to the Contractor's agreement, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation, and the District has determined conducting our own solicitation is in our best interest.

4.3 Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by Respondents due to this ITN or Contract.

4.4 E-Verify

Per Executive Order 11-116, “The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.” Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, Contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, Contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

4.5 Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITN. Anticipated subcontract agreements known at the time of Reply submission must be identified in the submitted Reply using Attachment VII, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property shall comply with the District’s security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to the subcontractor shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities

incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

4.6 Background Screening Requirements/Jessica Lunsford Act

Florida Statutes contain certain fingerprinting and screening requirements pertaining to all persons or entities entering into contracts with Schools, School Boards, School Districts, and Charter Schools who may have personnel who will be on school grounds when students may be present. All contractor staff must successfully pass a Level 2 background screening. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this Contract.

The Contractor shall bear all costs associated with background screening.

District Contact

Donald Kimbler

Safety & Security

Phone: (850) 487-7293

Email: kimblerd@leonschools.net

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

4.7 Insurance Requirements

Each respondent will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of “A-” or better and a financial size category of “VI” or higher according to the A. M. Best Company: (a) general liability (b) professional (c) automobile (d) workers’ compensation and (e) cyber liability in the below amounts required by the Risk Management Department and Purchasing Department of the School District of Leon County, Florida. The Respondent will provide, before commencement of work, and attach to this agreement, certificates evidencing such coverage and annually upon renewal thereafter.

The Respondent agrees that the School Board will make no payments pursuant to the terms of this Contract Agreement until all required proof of evidence of insurance have been provided to the School Board. The Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the School Board. The School Board shall be named as an additional insured on the General and Automobile Liability Insurance as evidenced by the endorsement. The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Respondent and/or subcontractor providing such insurance. The School Board must be notified at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

4.7.1 Commercial General Liability: Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the District as an additional insured.

- 4.7.2 Professional Liability Insurance:** The professional liability insurance shall provide protection from negligent act, errors, and omissions of the Contractor from and in connection with the performance of work under the Contract Agreement. The policy shall provide coverage for the negligent acts or omissions of the Contractor in a minimum amount of \$1,000,000.00 per claim. The policy shall contain a maximum deductible of \$25,000.00 per claim.
- 4.7.3 Automobile Liability Insurance:** The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the District as an additional insured.
- 4.7.4 Workers' Compensation Insurance:** The workers' compensation insurance will be maintained as required by applicable Florida law, to include Employer's Liability of \$1,000,000.00 per accident bodily injury, \$1,000,000.00 bodily injury (disease) per employee and \$1,000,000.00 bodily injury (disease) policy limit. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the School Board.
- 4.7.4.1** Requirements for the Contractor that qualifies for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:
- i. Incorporated or unincorporated firms with fewer than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.
 - ii. Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," along with valid proof of coverage for non-exempt employees.
 - iii. The Respondent shall carry Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. In addition, the Respondent shall either cover any and all subconsultants, separate consultants, and subcontractors on its policies or make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors shall maintain the insurance coverages outlined above and must incorporate all of the provisions of this Section, Insurance Requirements into all subcontracts.
- 4.7.5 Cyber Liability Insurance:** Coverage must be afforded in an amount not less than \$5,000,000 per claim for negligent retention of data as well as notification and related costs for actual Information Security Incidents.
- 4.7.5.1** Information Security Incident Response. In the event that Contractor becomes aware of an Information Security Incident, Contractor shall:

- i. Promptly notify School District, in writing, of the occurrence of such Information Security Incident, no more than 24 hours after becoming aware of said Information Security Incident;
- ii. Investigate such Information Security Incident and conduct an analysis of the cause(s) of such Information Security Incident;
- iii. Provide periodic updates of any ongoing investigation to School District;
- iv. Develop and implement an appropriate plan to remediate the cause of such Information Security Incident, to the extent that such cause is within Contractor's or any of its affiliates or subcontractor's control;
- v. Provide:
 - a. Notification to potentially affected persons;
 - b. Credit monitoring services;
 - c. Identification protection services;
 - d. Establish and operate a call center;
 - e. Notification to any and all regulatory authorities; and
 - f. Other functions, services, or penalties as may be required by law.
- vi. Should it be determined that such Information Security Incident was the responsibility of School District, School District shall reimburse Contractor for its reasonable out-of-pocket costs to investigate and remediate such Information Security Incident.

4.7.6 Both Contractor and School District shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident, as may be amended or revised, that are applicable to any and all School District Data in Contractor or any of its affiliates or subcontractor's control.

4.7.7 Contractor will defend, indemnify, and hold harmless School District and School District's officers, employees, and agents, from and against any third-party loss, liability, damage, costs, fine(s), penalty, claim, judgment, including, but not limited to, reasonable attorney's fees (collectively "Damages"), arising as a result of an Information Security Incident.

4.8 Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Respondent. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District and may not be copied or removed by any employee of the Contractor without express written permission of the District.

The Contractor, without exception, shall indemnify and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor the full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

4.9 Independent Contractor Status

The Awarded contractor shall be considered an independent Contractor in the performance of its duties and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

4.10 Contact with Students

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

4.11 Assignment

The Contractor shall not assign its responsibilities or interests to another party without the District's prior written approval. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida upon giving written notice to the Contractor.

4.12 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

4.13 Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.14 Reservation of Rights

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees and of the general public which is served by the Board, either directly or indirectly, through these services.

4.15 Americans with Disabilities Act

The Respondent shall comply with the Americans with Disabilities Act (ADA). In the event of the Respondent's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part, and the Respondent may be declared ineligible for further contracts.

4.16 Employment of District Personnel

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

4.17 Legal Requirements

The applicable provisions of all federal, state, county, and local laws and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in reply to this ITN and shall govern any and all claims and disputes which may arise between a person(s) submitting a Reply hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

4.18 Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida.

4.19 Default

If the awarded Respondent should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law or in equity.

4.20 Termination

The Director of Purchasing, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Solicitation when such action is in the best interest of the Board. If Contract/Purchase Order(s) is so canceled, the Board shall be liable only for payment for services rendered

or commodities received prior to the effective date of cancellation. The Board is not liable for Contractor's anticipated profits.

4.20.1 Termination for Convenience

The Contract may be terminated by the District upon no less than 30 calendar days' notice and by the Contractor upon no less than 60 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties.

4.20.2 Termination for Cause

Performance issues will be handled per Section 2.10 of the ITN. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor.

4.20.3 Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

4.20.4 Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. The District shall be the final authority as to the availability of funds.

4.20.5 Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes but is not limited to, the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

4.21 Public Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District's custodian of public records, provide the District 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, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the Contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records

upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the Respondent for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Respondent to allow public access to all documents, papers, letters, or other material made or received by the Respondent in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Board's custodian of public records at:

Records Management Liaison Officer: Julie Jernigan

Telephone: (850) 487-7363 / Email: julie.jernigan@leonschools.net

Physical/Mailing Address: 520 South Appleyard Drive, Tallahassee, FL 32304

4.22 Indemnification

The Contractor, and any Subcontractors, shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

4.23 No Waiver of Sovereign Immunity

Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

4.24 Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Divisional Director of Business Services or designee. The District's Divisional Director of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

4.25 Federal Terms and Conditions

For any solicitation that involves, receives, or utilizes Federal funding, the following terms and conditions shall be considered a part of the solicitation and resulting Contract, and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the awarded Contract:

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, Contractors, and subcontractors must comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. This applies to all construction contracts that meet the “federally assisted construction contract” definition in 41 CFR Part 60-1.3.
 - b. Copeland “Anti-Kickback” Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
 - c. Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, Contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.
 - d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, Contractors, and sub-contractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all applicable contracts awarded by the District and sub-grantees in excess of \$100,000 that involve the employment of mechanics or laborers.
 - e. Access to Records (2 CFR Part 200.336): All vendors, Contractors, and subcontractors shall give access to the District, the appropriate Federal agency, the Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts, and transcripts.
 - f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. This applies to Federal awards meeting the “funding agreement” definition under 37 CFR §401.2(a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or non-profit organization.
 - g. Clean Air Act (2 CFR 200.326(G)): All vendors, Contractors, and subcontractors must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts, and subgrants for amounts in excess of \$150,000.
 - h. Energy Efficiency (2 CFR 200.326(H)): All vendors, Contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
 - i. Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.
1. The prospective lower tier participant certifies, by submission and signature of this Reply, that neither it nor its principals, its agents, or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Reply.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J)): Certification regarding the use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to vary at or above \$100,000.
1. The Contractor certifies, by submission and signature of their Reply, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 2. Where funds other than Federally appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose the same.
- k. Procurement of Recovered Materials (2 CFR §200.322): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- l. Domestic Preferences for Procurements (§ 200.322):
1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminium; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- m. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (§ 200.216)
 1. Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or;
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services are provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- n. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient.

4.26 Anti-Discrimination

No person shall, on the basis of sex (including transgender, gender nonconforming, and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status, or genetic information be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

4.27 Discriminatory Vendor List

Per the provisions of 287.134(2)(a), F.S., “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Reply on a contract to provide any goods or services to a public entity, may not submit a Reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit 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.” The Vendor certifies, by submission and signature of their Reply, that neither the Respondent nor its principal Vendor, agent, or representative is presently on the discriminatory vendor list or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

4.28 Public Entity Crime & Convicted Vendor List

Per the provisions of 287.133 (2)(a), F.S., “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, Bid or reply on a contract to provide any goods or services to a public entity, may not submit a Bid, Bid 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, Bids 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 from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Bid, that neither the Respondent nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction, or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

4.29 Scrutinized Companies Certification

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Respondent certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Respondent agrees the Board may immediately terminate the Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Reply for a contract or upon execution or renewal of a contract

with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

4.30 Contracting with Entities of Foreign Countries

By signing this Contract, the Contractor certifies they are not owned or controlled by, nor do they have their principal place of business in, 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 Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern Per Section 287.138, F.S.

4.31 Vendor Interests

Per Section 287.05701, F.S., the Board will not consider a Vendor's social, political, or ideological interests when determining if a vendor is considered responsible. Nor will the Board provide a preference based on a vendor's social, political, or ideological beliefs. The Board will not request nor shall a Respondent be expected to provide documentation of its social, political, or ideological interests or those of its employees.

(The Remainder of the Page is Purposefully Blank)

SECTION 5: Definitions

In this ITN, the following words and expressions have the definitions below unless the context otherwise clearly leads to a different interpretation.

Adjacent County	Any private independent vendor whose county abuts Leon County and has been licensed at least six (6) months preceding the bid or Reply opening, as required by local, State, and Federal law, to provide the goods and services to be purchased.
Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and District-observed holidays.
Contract	The written agreement entered by the Board and Contractor(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
Contract Manager	The District representative, or their designee, whose responsible for oversight of the resulting Contract, including performance monitoring and certification of invoices for payment.
District/Board (LCSB)	Leon County School District, with the Leon County School Board serving as the Governing Board and contracting entity
Mandatory Responsiveness Requirements	Terms, conditions, and requirements that must be met by the Respondent to be considered responsive to this solicitation.
Material Deviation(s)	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Respondent over other Respondents, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
Minor Irregularity	A variation from the requirements herein that does not give the Respondent a substantial competitive advantage or benefit not enjoyed by other Respondents and does not adversely impact the interests of the District.
Respondent	A legally qualified corporation, partnership, or other business entity that submits a Reply to the District in Reply to this ITN. This term differs from suppliers, which refers to the marketplace at large.
Responsible Respondent	A Respondent who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Reply	A Reply submitted by a Responsible Respondent, which conforms to all material aspects of this ITN.
Subcontract	An agreement between the Contractor and any other person or organization in which that person or organization agrees to perform any duties on the Contractor's behalf under the Contract. The Successful Respondent is not relieved of its duties under the Contract when it enters a Subcontract.
Successful Respondent(s) or Contractor	The Respondent(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITN.
Prequalification of Contractors	The School Board will prequalify Contractors for a one-year period pursuant to the criteria set forth in Florida Statutes 1013.46, and State Requirements for Educational Facilities, Chapter 4, Section 4.1 (1).

Attachment I Cost Reply

ITN 109-2026 – WAN Installation

The Cost Reply may be found at the link below and downloaded for use with this ITN. Respondents should submit Attachment I, Cost Reply, in Excel Format on a thumb drive or other portable device and should include a printed, hard copy with their Reply. The Total Cost of Ownership (TCO) will be used to award cost points and must be included or the Respondent will be deemed non-responsive.

THE COST REPLY SPREADSHEET IS AVAILABLE ON DEMANDSTAR OR THE LCSB PURCHASING WEBSITE.

Attachment II

Required Provisions Certification

1. Business/Corporate Experience

This is to certify that the Respondent is:

- Duly licensed to conduct business in the State of Florida;
- The Respondent shall have a minimum of five (5) years of experience successfully implementing and providing leased lit or dark fiber wide area network (WAN) and related services.
- The Respondent shall demonstrate successfully implementing and providing leased lit or dark fiber wide area network (WAN) and related services to at least three (3) separate accounts.
- The Respondent shall have the capacity and infrastructure to provide installation, maintenance, and technical support for a leased lit or dark fiber wide area network (WAN) and related services.

2. Prime Vendor

This is to certify that the Successful Respondent will act as the Prime Contractor to the District for all services provided under the Contract(s).

3. Meets Legal Requirements

This is to certify that the Respondent's Reply and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

4. Financial Disclosure

This is to certify that the Respondent has disclosed in their Reply all suspensions, revocations, bankruptcies, judgments, or liens in the last five (5) years.

5. Federal Debarment

This is to certify that neither the Respondent nor its principles are currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

6. Conflict of Interest

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Respondent whatsoever.

7. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Respondent to induce any other person or Contractor to submit or not to submit a Reply with regards to this ITN. Furthermore, this is to certify that the Reply contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any Contractor or person to submit a complementary or other non-competitive Reply.

8. Statement of Non-Disclosure

This is to certify that none of the contents of this Reply have been disclosed before award, directly or indirectly, to any other Respondent or competitor.

9. Statement of Non-Collusion

This is to certify that the proposed costs in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such costs with any other Respondent or with any competitor, and not to restrict competition.

10. Scrutinized Companies Certification

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Respondent certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Respondent agrees the District may immediately terminate the resulting Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or Reply for a contract or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services of any amount must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Respondent and acknowledges and affirms the statements above.

STATE OF FLORIDA

COUNTY OF _____

Authorized Representative (Print)

Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (Vendor Name).

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known ____ OR Produced Identification ____ Type of Identification _____

Attachment III

Notice of Conflict of Interest

Respondents shall complete either Section 1 or Section 2

Solicitation Number: ITN 268-2025

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board

Section I

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

Authorized Representative (Signature)

Authorized Representative (Print)

Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have a material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Reply Opening.

Name	Title	Date of Filing

<i>Authorized Representative (Signature)</i>		<i>Authorized Representative (Print)</i>

Date

Attachment IV
Respondent Contact Information

The Respondent shall identify the contact information for solicitation and contractual purposes via the requested fields in the table below.

	For solicitation purposes, the Respondent’s representative shall be:	For contractual purposes, should the Respondent be awarded, the Respondent’s representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip Code:		
Telephone:(Office)		
Telephone:(Cell)		
Email:		

Company Name

Authorized Representative Signature

FEIN#

Date

Authorized Representative (Printed)

Attachment V

Respondent's Reference Form

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government entities for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for the Respondent's Name.

Current or former employees of the District or current or former members of the Board may not be used for more than one reference.

References that are listed as subcontractors in the Reply will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2021. References shall not be given by:

- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

Additionally, the District reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance.

Respondent's Reference Form

Reference #1

Respondent Name _____

Reference Company Name: _____

Address: _____

Contact Person _____

Contact Title _____

Contact Phone _____

Contact Email _____

Performance Period _____

Brief description of the services performed for this reference

Overall contract performance ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? ☐ Yes ☐ No

Primary Reference Contact Signature

Date

Respondent's Reference Form

Reference #2

Respondent Name

Reference Company Name:

Address:

Contact Person

Contact Title

Contact Phone

Contact Email

Performance Period

Brief description of the services performed for this reference

Overall contract performance

☐ Poor

☐ Fair

☐ Adequate

☐ Good

☐ Excellent

Would you contract with this vendor again? ☐ Yes ☐ No

Primary Reference Contact Signature

Date

Respondent's Reference Form

Reference #3

Respondent Name

Reference Company Name:

Address:

Contact Person

Contact Title

Contact Phone

Contact Email

Performance Period

Brief description of the services performed for this reference

Overall contract performance

☐ Poor

☐ Fair

☐ Adequate

☐ Good

☐ Excellent

Would you contract with this vendor again? ☐ Yes

☐ No

Primary Reference Contact Signature

Date

Attachment VI Local Preference Affidavit

To qualify for the Local Vendor Preference, a Respondent must have a physical location in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Reply Opening. The Respondent, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

By completing this Affidavit, the Respondent affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

Respondent Name: _____

Physical Address: _____

County: _____

Phone of Local Location: _____

Length of Time at this Location: _____ **# of Employees at this Location:** _____

Is your business certified as a Small Business Enterprise (SBE) through Leon County Schools? _____

STATE OF FLORIDA

COUNTY OF _____

Authorized Representative (Print)

Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ **OR** Produced Identification ☐ Type of Identification _____

Attachment VII

Subcontracting Form

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the Contract, should the Respondent be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s), but provides the District with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Respondent Name: _____

Type/Description of Goods or Service Subcontractor will provide:

Subcontractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email address: _____

Currently Registered as a Small Business Enterprise (SBE) with Leon County Schools? Yes _____ No _____

Local Respondent per Board Policy 6450? Yes _____ No _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the specifications or scope of services outlined in this solicitation.

Attachment VIII

Drug-Free Workplace Certification

The undersigned Respondent, in accordance with Section 287.087, F.S., hereby certifies that

Company Name

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

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

Authorized Officer (Printed Name) _____

Authorized Officer (Signature) _____

Date _____

Attachment IX

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per Reply, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil,

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 in accordance with these instructions.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to whom this Reply is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Reply," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this Reply is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment X
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By: _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For: _____
Name of Grantee

Title of Grant Program

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action

- ☐ a. Contract
☐ b. Grant
☐ c. Cooperative Agreements
☐ d. Loan
☐ e. Loan Agreement
☐ f. Loan Insurance

2. Status of Federal Action

- ☐ a. Bid/offer/application
☐ b. Initial award
☐ c. Post-award

3. Report Type

- ☐ a. Initial filing
☐ b. Material changes

For a material change only:

Year: _____ Quarter: _____

Date of last report: _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee ☐ Tier (if known)

Name: _____

Street: _____

City/State/ Zip _____

Congressional District (if known) _____

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name, and Address of the Prime

Name: _____

Street: _____

City/State/ Zip _____

Congressional District (if known) _____

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number (if known) _____

9. Award Amount (if known) _____

10. (a.) Name and Address of Lobbying Registrant

10. (b.) Individuals Performing Services

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: _____

Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include the Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include the Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Reply (ITN) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/Reply control number assigned by the Federal agency). Included prefixes, e.g., "ITN-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10.
 - a. Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

Attachment XI
Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

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

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

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against 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.

Signature of Authorized Representative

BEN	Name	Entity Type	Current Speed	
35243	Frank Hartsfield Elementary School	School	500	Mbps
35245	James S. Rickards High School	School	1	Gbps
35247	Springwood Elementary School	School	500	Mbps
35250	Astoria Park Elementary School	School	500	Mbps
35251	Amos P. Godby High School	School	1	Gbps
35255	Raa Middle School	School	1	Gbps
35256	Sail High School	School	500	Mbps
35257	John G. Riley Elementary School	School	500	Mbps
35258	Griffin Middle School	School	1	Gbps
35259	Gretchen Everhart School	School	500	Mbps
35268	Desoto Trail Elementary School	School	500	Mbps
35272	Leon High School	School	1	Gbps
35275	Kate Sullivan Elementary School	School	1	Gbps
35277	W. T. Moore Elementary School	School	500	Mbps
35280	Sabal Palm Elementary School	School	500	Mbps
35281	Pineview Elementary School	School	500	Mbps
35282	Bond Elementary School	School	500	Mbps
35283	R. Frank Nims Middle School	School	1	Gbps
35284	Oak Ridge Elementary School	School	500	Mbps
35285	Fort Braden School	School	500	Mbps
35286	Swift Creek Middle School	School	1	Gbps
35287	Apalachee Tapestry Magnet School Of The Arts	School	500	Mbps
35288	Lincoln High School	School	1	Gbps
35291	Buck Lake Elementary School	School	500	Mbps
35292	Fairview Middle School	School	1	Gbps
35293	Heritage Trails Community School	School	1	Gbps

35295	Chaires Elementary School	School	500	Mbps
35296	Killlearn Lakes Elementary School	School	500	Mbps
35298	Hawks Rise Elementary School	School	500	Mbps
35299	Gilchrist Elementary School	School	500	Mbps
35302	Sealey Elementary School	School	500	Mbps
35305	Deerlake Middle School	School	1	Gbps
35369	Woodville Elementary School	School	500	Mbps
192078	Leon County Juvenile Detention Center	School	500	Mbps
202167	Canopy Oaks Elementary School	School	500	Mbps
211791	Lawton Chiles High School	School	1	Gbps
225021	Roberts Elementary School	School	1	Gbps
16027118	Appleyard Bus Depot	Non-Instructional Facility (NIF)	500	Mbps
16027119	Capital Stadium/Bus Depot	Non-Instructional Facility (NIF)	500	Mbps
16027121	L.C.S.B. Data Center	Non-Instructional Facility (NIF)	10	Gbps
16027123	L.C.S.B. Transportation	Non-Instructional Facility (NIF)	500	Mbps
16027124	Lively Aviation	Non-Instructional Facility (NIF)	500	Mbps
16030291	Leon County Facilities Planning	Non-Instructional Facility (NIF)	500	Mbps
16030295	Leon County Operations/Facilities/Maintenance	Non-Instructional Facility (NIF)	1	Gbps
16031060	Second Chance At Ghazvini Learning Center	School	500	Mbps
16039116	J. Michael Conley Elementary School	School	500	Mbps
17037634	Bloxham Building	Non-Instructional Facility (NIF)	1	Gbps
17037635	Connor Bus Depot	Non-Instructional Facility (NIF)	500	Mbps

