

Request for Proposals (RFP)



Internet Service Provider

RFP 250-2024

RFP Released: November 28, 2023

Deadline for Questions*: December 11, 2023

Proposals Due*: 2:00 p.m. on January 9, 2024

June Kail

Procurement Officer

Leon County Schools

Purchasing Department

3397 West Tharpe Street

Tallahassee, Florida 32303

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

RFP Timeline

| Steps in the RFP process | Date and Time | Location (if applicable) |
|---|---------------------------------|--|
| Release of RFP | November 28, 2023 | District Website https://www.leonschools.net/Page/4411 DemandStar https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/ E-Rate Productivity Center at https://forms.universalservice.org/portal/ |
| Written Questions Due | December 11, 2023 | Submit to: June Kail, Procurement Officer Subject: RFP 250-2024 Internet Service Provider Email: purchasing@leonschools.net |
| Anticipated Posting of Answers to Submitted Questions | December 18, 2023 | District Website https://www.leonschools.net/Page/4411 |
| Sealed Proposals Due and Opened | January 9, 2024, at 2:00 pm EST | Submit to: Leon County Schools Purchasing Department Attn: June Kail, Procurement Officer RFP 250-2024 Internet Service Provider 3397 W. Tharpe Street Tallahassee, FL 32303* *Also, the location for the Response Opening |
| Evaluation Team Meeting | January 16, 2024 | Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303 |
| Anticipated Date the District will Advertise its Notice of Board Decision | January 29, 2024 | District Website https://www.leonschools.net/Page/4411 |

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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 proposals to identify qualified and experienced telecommunication service providers.

- a. The District will apply for Universal Service Funds discounts as allowed by E-Rate rules and in conformance with the District’s business practices. The E-Rate program provides discounts on a variety of eligible goods and services needed to connect the District’s students and staff to each other and the vast world of digital resources available across the Internet. The Proposer is required to be a registered service provider with the Schools and Libraries Division and be an active participant in the E-Rate program for the duration of the Contract. Additional information on E-Rate is available at <https://www.usac.org/e-rate/>.

The District has certified FCC Form 470 Application # 240003624

- b. The use of capitalization (such as Proposer) denotes words and phrases with special meaning as defined in [Section 5, Definitions](#).
- c. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
- d. 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 County contracts, public purchasing cooperatives, or to perform the work with its own employees.



1.2 Proposer Qualifications

Proposers shall maintain a permanent place of business, have adequate equipment, finances, and personnel to perform the services of this Contract, and provide necessary warranties, as appropriate, for the items they propose to furnish.

- a. The Proposer must provide evidence that they meet all federal E-Rate requirements, specifically, Proposers shall:
 1. Identify their current SPIN (Service Provider Identification Number), verifiable through the USAC website.
 2. Identify their current FRN (Federal Communications Commission (FCC) Registration Number) verifiable through the USAC website.
 3. Confirm they are not in Red-Light status. Any Proposer in Red-Light status will be considered non-responsive.
 4. Licensed to perform telecommunications work in the State of Florida.
- b. The awarded Contractor(s) shall have a **minimum of five (5) years’ experience** as an Internet Service Provider (ISP) for commercial, industrial, and institutional customers.



1.3 How to Contact Us (Procurement Rules and Information)

- a. All questions related to this RFP 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>, DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>, and on the E-Rate Productivity Center at <https://forms.universalservice.org/portal/>
- 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), Proposers to this RFP 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 Proposal.
- 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: June Kail, Director-Purchasing, Warehouse & Property Mgt.
Purchasing Department
Leon County Schools
3397 W. Tharpe Street
Tallahassee, FL 32303
Telephone: (850) 488-1206
Email: purchasing@leonschools.net
- f. The Proposer shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this RFP (see Section 2.2). 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 Proposer are recognized as duly authorized expressions on behalf of the Proposer.



1.4 Developing Your Proposal

- a. This RFP is being issued as part of an open, competitive process and sets out the steps and conditions that apply.

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- b. Proposers should take the time to read and understand the RFP. 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. Proposers should prepare a clear and concise Proposal, avoiding complicated jargon and thoroughly describing their ability to meet the expectations of the District.
 - d. Proposers must follow the format and instructions included in this RFP for their Proposal submittal.
 - e. Proposals that contain provisions that are contrary to the material requirements of this RFP are not permitted. Including alternate provisions or conditions may result in the Proposal being deemed non-responsive to the solicitation.
 - f. Proposers must use the Cost Proposal Form, Attachment I, to submit pricing. Proposers shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this RFP.
 - g. Proposers should thoroughly review their Proposal before submission to ensure the Proposal 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 Proposer while responding to this RFP, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
 - i. Proposers 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 shall reject any and all Proposals that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Proposal rejected for failure to meet these requirements will not be evaluated further:
 - 1. The Proposer's Proposal shall demonstrate that it has a minimum of five (5) years' experience as an Internet Service Provider (ISP) for commercial, industrial, and institutional customers.
 - 2. The Proposer must confirm they have a permanent place of business and adequate resources to perform the services contemplated by this RFP;
 - 3. The Proposer must meet all federal E-Rate requirements and not be in Red-Light status;
 - 4. The Proposal must demonstrate experience as an ISP to at least three (3) customers of similar scope and size;
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5. The Proposer 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.);
 6. The Proposer shall complete and submit Attachment I, Cost Proposal; Attachment II, Required Provisions Certification; Attachment III, Notice of Conflict of Interest; and Attachment V, Proposers' References.
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1.5 Submitting Your Proposal

- a. Proposers shall submit their Proposals in a sealed envelope or package with the RFP number and the date and time of the Proposal opening clearly marked on the envelope or packaging. Proposers may submit their Proposals by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The District will not accept any Proposals submitted via email or fax.**
 - b. Proposers must mail or otherwise deliver their Proposals to the following address:
Leon County Schools
Purchasing Department
RFP 250-2024 Internet Service Provider
Attn: June Kail, Procurement Officer
3397 W. Tharpe Street
Tallahassee, FL 32303
 - c. It is the Proposer's responsibility to ensure their Proposal is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Proposals received and shall provide the official time for the Proposal opening. **Late Proposals will not be accepted.**
 - d. Submit a Technical Proposal and a Cost Proposal in separately sealed and clearly labelled packages. The Cost Proposal may be shipped along with the Technical Proposal 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 Proposal, three (3) hard copies, and three (3) electronic copies of the Technical Proposal in searchable PDF format on an electronic storage device or flash drive (not password protected). The original physical Proposal will take precedence in the event there is a discrepancy between the original and one of the hard copies or electronic copies.
 - f. Submit one (1) signed, original Cost Proposal (Attachment I) and one (1) electronic copy of the Cost Proposal in searchable PDF format on an electronic storage device or flash drive (not password protected). If the electronic copy and original paper copy do not match, the original paper copy of the Cost Reply will take precedence.
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- g. The signed original Proposal shall be clearly marked as “Original,” and the hardcopies shall be numbered one (1) through three (3).
 - h. If the Proposer includes information in their Proposal that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Proposal, as outlined in Section 3.6, the Proposer should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version).
 - i. Proposers are encouraged to print Proposal documents double-sided and minimize the use of non-recyclable materials.
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1.6 Proposal Opening

- a. Proposals 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 Proposal that is improperly sealed or addressed or not correctly identified with the RFP number.
 - c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Proposers.
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1.7 Disposition of Proposals

- a. The District reserves the right to withdraw this RFP at any time and by doing so, assumes no liability to any Proposer.
 - b. The District reserves the right to reject any Proposals received in response to this RFP.
 - 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 Proposal shall become the exclusive property of the District, may not be returned to or removed by the Proposer 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 Proposal will not affect this right. Should the District reject all Proposals and re-solicit, information submitted in response to this RFP 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 Proposal. The award or rejection of a Proposal shall not affect this right.
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1.8 Changes to the RFP

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> , on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>, and on the E-Rate Productivity Center at <https://forms.universalservice.org/portal/>

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



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 bidprotests@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 were created under Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials, following relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for the adoption of policies that govern the operation of District public schools. The 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 33,000 students ranging from pre-kindergarten through the 12th grade. LCSB also provides adult education at a variety of facilities during regular and non-school hours. In addition to the standard curriculum, LCSB offers a variety of specialized technical training programs for the higher-grade levels. LCSB operates 48 schools, including elementary (K-5), combination (K-8), middle schools, high schools, and a technical college.

2.2 Procurement Overview

Through this solicitation, the District is seeking competitive Proposals from licensed and experienced telecommunication service providers.

The Board may award this Contract to one vendor or multiple vendors. The District will work with the Awarded Proposer(s) to execute one (1) or more contracts for services soon after the award of this RFP. Awarded Proposers must have services in place on or before July 1, 2024.

2.3 Contract Term

We anticipate that the Contract(s) will commence within 30 days of award. The expected Contract terms and options to renew are:

| Description | Time Period |
|-----------------------------------|--|
| The initial term of the Contract | Two (2) years |
| Optional Contract Renewal Term(s) | Up to three (3) years, or portions thereof |
| Maximum term of the Contract | Five (5) years |

2.4 Scope of Work

The scope of this Contract shall require the awarded Contractor(s) to deliver telecommunication services to provide dedicated broadband internet access at all schools and ancillary sites district-wide. This RFP is being released to comply with the Schools and Libraries Division and may be utilized for eligible E-Rate services as delineated in the reference area of the USAC website:

<http://www.usac.org/sl/>.

2.4.1 Internet Connectivity Requirements

The District requires dedicated broadband internet access to the Data Center, located at 520 S. Appleyard Dr. Tallahassee, Florida. Currently, the District purchases 10 Gbps of Bandwidth from two (2) different providers for load balancing and network resiliency. The District has 80 class C public IP addresses and AS7970 that are being used at district sites. The District also utilizes private IP addresses that are behind a firewall. The District has a switch in front of the firewall that the ISP will need to connect to via Ethernet. The awarded Contractor will handle all routing (currently BGP) of the District's IP addresses out to the internet. Awarded Contractor(s) shall furnish, install, and maintain, as necessary, all equipment (routers, switches, modems, etc.). All connections should be carrier-grade throughput capacity, full duplex to all sites and school campuses. The Board requests proposers to include pricing from 6 Gbps up to 20 Gbps.

The proposal must include all hardware, such as but not limited to routers, switches, SFP, transceivers, Fiber patch cords, and fiber distribution units, required to provide a finished end-to-end service. Cost of the hardware may be provided as part of the monthly recurring cost or priced separate.

2.4.2 Scalability

Throughput capacity must be easily scalable in a cost-efficient way. At the request of the Board, the awarded Contractor(s) will be able to scale throughput capacity as requested within a one (1) month period of receipt of written request.

2.4.3 Site Addition/Deletions

The Board reserves the right to add additional sites and/or delete services at existing sites as it deems in its best interest. Additional sites will be added at the prevailing rate for like services at existing sites. In the event there is no like service, the Board will negotiate mutually agreeable pricing with the awarded Contractor(s).

2.4.4 Seasonal Scalability

The District's internet traffic is seasonal in nature based on faculty and student population as well as other identifiable factors. The respondent's proposal should include any options available to increase or reduce the throughput capacity for a pre-selected window of time.

2.5 Quality of Service

Board employees must be provided with the tools, software, and appropriate security information to allow enough access to the awarded Contractor's network equipment to allow the Board to monitor the condition of the network. The awarded Contractor must provide real-time access to network status, bandwidth, error conditions, and topology for all segments of the network and a method to verify network performance that is agreed upon by both parties.

- a. The awarded Contractor(s) shall provide internet service seven (7) days per week, twenty-four (24) hours per day, unless otherwise scheduled downtimes for network upgrades or maintenance have been agreed upon. The awarded Contractor(s) shall coordinate with the Board any planned service changes and is required to provide at least a minimum of fourteen (14) business days notification of such changes. If the Awarded Contractor(s) service is restored by temporary means, permanent

repairs must be completed within twenty-four (24) hours of the notified outage/equipment failure or notification of when permanent solutions will be in place.

- b. The awarded Contractor(s) must provide a trouble ticket system that will include:
 - 1. A toll-free or local telephone number to report problems.
 - 2. Web interface for tracking and reporting problems.
 - 3. A unique identifier must be assigned to all trouble incidences and to all requested services for tracking purposes.
 - 4. The awarded Contractor(s) should exhaust what services can be performed remotely, then dispatch support services for maintenance on its infrastructure equipment. Awarded Contractor's support staff should be on-site within two (2) business hours.
 - 5. The awarded Contractor(s) must provide the Board with a current contact list with an escalation procedure to guarantee prompt service for the successful resolution of service issues and maintain said list throughout the contract period.

2.6 Service Level Agreement

The Successful Proposer will provide customer support functions, including problem tracking, resolution, and escalation support management on a 24x7x365 basis. The Successful Proposer shall respond to any outage within two (2) hours and a four (4) hour restoration of service.

2.61 Trouble Reporting and Response

Upon interruption, degradation, or loss of service, the District may contact the Successful Proposer by a defined method with a response based on trouble level. Upon contact from the District, the Successful Proposer support team will initiate an immediate response to resolve any issue. The District will receive rapid feedback on trouble resolution, including potential resolution time.

- a. In the event that service has not been restored in a timely manner or the District does not feel that adequate attention has been allocated, the District can escalate the trouble resolution by request. A list of escalation contacts must be provided upon request.
- b. The District will be notified immediately once the problem is resolved and will be asked for written closure of the incident.
- c. The Successful Proposer will provide a detailed trouble-reporting, escalation, and resolution plan to the District.
- d. Time starts from the time the District contacts the Successful Proposer and identifies the problem. Credits for outages of a certain duration or longer will be identified.
- e. Upon request, an incident report will be made available to the District within five (5) working days of the resolution of the trouble.
- f. The service will maintain the proposed link performance throughout the term of the contract.

- g. The Successful Proposer will have a local maintenance presence in Leon County, Florida provided by the Successful Proposer or 3rd party agreement.

2.62 Service Outage Credit Schedule

Outages exceeding the listed limits will result in the following credit schedule:

- a. Outages over the 4-hour SLA resolution time will result in a 10% credit of the MRC for each site affected.
- b. Outages over 8 hours will result in a 20% credit of the MRC for each site affected.
- c. Outages over 12 hours will result in a 30% credit of the MRC for each site affected.
- d. Outages over 24 hours will result in a 50% credit of the MRC for each site affected.

2.63 Personnel

- a. The Proposer shall have qualified, licensed Project Management Engineers and Technicians.
- b. Installation personnel shall have a minimum of three (3) years of experience in the installation of network equipment, including switches, firewalls, and routers.
- c. Technicians shall have been trained and experienced in the specific equipment to be used.

2.7 Technical Support

The awarded Contractor(s) shall provide support, training, and technical expertise to the Board at no additional cost. Contractor(s) are to include in their flat monthly rates any costs associated with rendering technical support.

2.8 Warranties

A minimum three (3) year warranty shall apply to all Contractor(s) furnished and installed parts, materials, supplies, and/or equipment, excluding wiring. Wiring, both copper and fiber, will carry a five (5) year warranty. The warranty shall cover the cost of any and all parts, materials, supplies, and/or equipment, as well as related labor required to return the system to its proper working condition. Parts pricing will be charged on a cost + or discount percentage off basis. The Contractor must agree to provide the District during the term of this Contract current parts price lists.

2.9 Pricing

The District is requesting base internet bandwidth service cost at 6 Gbps and incremental service level charges up to and through 20 Gbps.

2.10 E-Rate Program

The District participates in the Universal Service Program, otherwise referred to as the E-Rate program, created as part of the Federal Telecommunications Act of 1996, headed by the Schools and Libraries Division. This program is designed to ensure that all eligible schools and libraries in the United States have affordable access to modern telecommunications and information services.

- a. The Contractor must have a valid "Service Provider Information Number" (SPIN) from the Schools and Libraries Division (SLD) of the Universal Service Administrative Company. For further information, go to the SLD website: www.sl.universalservice.org.

- b. The District will apply for discounts on eligible communication services. The awarded Contractor shall provide responsive reimbursement for "BEAR Form" processing. The awarded Contractor(s) shall comply with the SLD E-Rate program deadlines.
- c. The awarded Contractor(s) shall maintain E-Rate certification status throughout the duration of this Contract and any renewal periods or extensions and must not fall into "Red Light Status."
- d. The awarded Contractor(s) shall abide by all statutory, regulatory, and/or licensing requirements, per Rule 60A-1.006(3), Florida Administrative Code.

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SECTION 3: Procurement Rules and Information

3.1 Contents and Format of Proposal Submittals

Proposals are to be organized in TABs as directed below. Proposers shall include all the requested information in each TAB, or their Proposal may be deemed non-responsive. Additionally, information included in the incorrect section may not be scored by the District's evaluation team.

a. TAB A Overview

1. Cover Letter

A cover letter on the Proposer's letterhead with contact information and the name and signature of the representative of the responding organization authorized to legally obligate the Proposer to provide the services requested. If the Proposer is a subsidiary company, the name of the parent company shall be included. Finally, the cover letter must state that the Proposer agrees to provide the services as described in their Proposal and the RFP;

2. Executive Summary

Submit a brief executive summary stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP. No pricing information is to be included in the executive summary;

3. Financial Interest

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Proposal Opening.

b. TAB B Experience and Organization

1. References

Proposers shall provide at least three (3), but not more than five (5), references from governmental agencies for whom the Proposer has provided services of similar scope and size to the services identified in this RFP. References should reflect current or recent experience and must support the experience requirements of this RFP. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this RFP.

Each reference shall be completed and signed by the individual offering the reference, and certified by a notary public, using Attachment V, Proposer's Reference Form. **Current or former employees of the District or current or former members of the Board may not be used and will not be accepted as references if speaking to the services rendered to the District.** The District reserves the right to contact reference sources listed or previous clients not listed in the Proposer's Proposal.

2. Firm Overview:

The following items must be included in this section:

As indicated in Section 1.4(j) of this RFP, it is a Mandatory Responsiveness Requirement that the Proposer has at least five (5) years of experience within the last ten years in providing data cabling services to business/corporate commercial or governmental clients. Details of the Proposer's experience that meets this requirement shall be provided in narrative form and with enough detail for the District to determine its complexity and relevance. Specifically, a Proposer shall include:

- a. A description of experience providing services similar in nature to the services sought in this RFP;
- b. The specific length of time the Proposer has provided similar services and where services were provided;
- c. Proposers shall identify any suspension, revocation, or review of the Proposer's licensure in the last five (5) years. Proposers shall also disclose any bankruptcies, judgments, or liens within the last five (5) years;
- d. Proposers shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Proposer was in default or breach of a duty under the contract or not performing obligations as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Proposer as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Proposers must indicate whether the disputes were resolved and, if so, explain how they were resolved.
- e. If the Proposer plans to use subcontractors to provide any performance under the Contract, the Proposer shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

3. Staffing Plan

The Proposer shall describe all staff assigned to the Contract, including an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this RFP. The Proposer shall provide the resume(s) and background information of the staff that will be

assigned to this account. Identify the proposed project manager who will be responsible for the day-to-day execution of the engagement and his or her relevant experience.

c. TAB C Service Area Detail

Proposer shall use this TAB to describe, in detail, their proposed solution and how services will be provided, organized by the following service areas. This shall include all methodologies, plans, resources, technological tools, and operations processes. This section should include value-added services or deliverables it will provide the District at no additional cost.

1. Service Provisions

- a. The Proposer should indicate whether they are providing services directly or reselling the services of a larger provider. If the Proposer resells the services of another provider, please identify the actual Provider of the service.
- b. The Proposer shall identify any limitations on the availability of the proposed network.
- c. The Proposer shall describe the Network Operations Center (NOC) supporting the District's network. The description shall include location, hours of operation, and at what priority level of service (including the level of entry) the District support calls (by phone, e-mail, or web) will be handled.
- d. The Proposer shall describe what system they propose to use for the District's service change requests and request information on the District's network operations status.
- e. The Proposer shall describe any provision for Quality of Service (QOS). These QOS provisions should include, but not be limited to, packet prioritization, speed, levels of QOS provisioning, connections, and applications (voice, data, and video).
- f. Describe any options for DDoS detection and Mitigation.
- g. The Proposer must describe whether scheduled bandwidth services are committed rates.
- h. The Proposer shall indicate scalability options during low and high-demand internet traffic times.
- i. The Proposer shall indicate what bursting margins exist for each bandwidth category.
- j. The Proposer shall describe any and all mechanisms in place to ensure the security of LCS data traffic on the proposed network.
- k. The Proposer shall provide a detailed Service Level Agreement for the District's network, including uptime, response time, bandwidth throughput guarantees, and credits to be offered to LCS during extended outages due to events or issues on the Provider's network. LCS defines extended outages as anything beyond (2) hours. Notification of any planned service outages shall occur at least three (3) business days in advance.

d. TAB D Required Forms

Proposers 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 www.leonschools.net/Page/693 ;
3. Attachment III, Notice of Conflict of Interest
4. Attachment IV, Proposer Contact Information
5. Attachment V, Proposer'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 (if applicable)
9. Attachment IX, Certification Regarding Debarment
10. Attachment X, Certification Regarding Lobbying
11. Attachment XI, E-Rate Supplemental Terms

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

3.2 Cost Proposal Submittals

Each Proposer shall complete and submit the Cost Proposal Form provided in Attachment I, indicating pricing for the equipment and services as detailed. The Cost Proposal Form shall NOT be included in the Proposer's Technical Reply. The Cost Proposal Form shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Proposer'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.

3.3 Proposal Evaluation and Criterion

Failure to respond, provide detailed information, or provide requested Proposal elements will result in the reduction of points in the evaluation process. The District will reject any Proposal containing material deviations from the RFP. The District may waive any minor irregularities and technicalities. If only one responsive Proposal is received, the Team may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C. The evaluation process will be conducted as described below. Evaluation of Proposals will be based on an average of the Evaluation Team Member's points (for sections evaluated by the Team).

- 3.3.1 Responsiveness Determination:** Each Proposal will be reviewed by the District's Purchasing Department to determine if the Proposal meets the mandatory responsiveness criteria as listed in Section 1.4(j) of the RFP. Proposals deemed non-responsive will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a member of the Evaluation Team.

3.3.2 Cost Evaluation: The District’s Purchasing Department will review and assign Cost Points based on the formula below:

| Cost Component | Cost Points |
|---|-------------|
| Total Cost of Eligible Products and Services at 6Gbps | 40 |
| Total Cost Points | 40 |

For Cost Points, the Vendor submitting the lowest Cost will receive the total points available. Cost for the evaluation will be determined by the total monthly eligible cost for the initial bandwidth request, including the monthly network equipment cost if priced separately, x 12 months plus all eligible non-recurring cost. All other Proposals will receive Cost Points according to the following formula:

$$(N / X) \times 40 = Z$$

Where:

N = Lowest Price received by any Proposal

X = Vendor’s Proposed Price

Z = Total Cost Points Awarded

3.3.3 Evaluation Team: This step evaluates the strengths of the companies that have responded to the RFP. The Team will score the Proposals using the evaluation criterion below.

| Evaluation Criterion | Maximum Assigned Points |
|---|--|
| CRITERION 1: Profile and Qualifications <ul style="list-style-type: none"> Has the Proposer demonstrated in its Proposal that it has experience in performing the types of services sought with clients similar in size and mission? How well did the Proposer convey their ability to provide services as described in this RFP? Are any issues or concerns identified regarding the Proposer’s experience or ability to provide the services sought? | Excellent 30 Good 22.5 Fair 15 Poor 7.5 Unsatisfactory 0 |
| CRITERION 2: Approach to Service Delivery <ul style="list-style-type: none"> Has the Proposer demonstrated in their Proposal an ability to effectively provide quality internet services required by this RFP; How does the Proposer’s proposed staffing plan serve the District’s needs in terms of quantity and quality of the team members and How well does the Proposal demonstrate their understanding of the District’s goals to be achieved via this RFP? | Excellent 30 Good 22.5 Fair 15 Poor 7.5 Unsatisfactory 0 |
| CRITERION 3: Quality of References | Excellent 30 Good 22.5 |

| Evaluation Criterion | Maximum Assigned Points |
|---|-------------------------|
| <ul style="list-style-type: none"> To what extent do the Vendor's references demonstrate its ability to provide services under a Contract? | Fair 15 |
| <ul style="list-style-type: none"> How well do the Vendor's recent clients compare to the size of scope of the services the District is seeking? | Poor 7.5 |
| | Unsatisfactory 0 |

The table below provides scoring guidelines to be used by Evaluation Team members when allocating points:

| Score | Score Description |
|-----------------------|---|
| Excellent | Exceeds expectations for effectiveness and responsiveness to the requirement. "Excellent" is defined as a proposal to a specific criterion that is extensive, detailed, and exceeds all requirements and objectives of the solicitation, with a high probability of meeting the requirements with little or no risk to the School District. "Excellent" also demonstrates a complete understanding of the requirements, with the approach significantly exceeding performance and/or capability standards, has several exceptional strengths, shows no weaknesses, and will require normal contractor effort and project monitoring. |
| Good | Above minimum performance, effective and responsive to the requirement. "Good" is defined as a proposal that generally exceeds requirements in minor areas; therefore, it has a good probability of meeting the requirements with little risk to the School District. "Good" also demonstrates a good understanding of the requirements, and the approach exceeds the performance or capability standards with one or more strengths that will benefit the School District. Weaknesses will have little potential to cause a disruption of schedule, an increase in cost, or a degradation of performance. Normal contract effort and project monitoring will be required to overcome any difficulties. |
| Fair | Minimally acceptable performance standards and responsive to the requirement. "Adequate" is defined as a proposal that generally meets the requirements. "Adequate" demonstrates an acceptable understanding of the requirements, and the approach meets the performance or capability standards with no obvious strengths that will benefit the School District. Weaknesses will have the potential to cause a disruption of schedule, an increase in cost, or a degradation of performance. Special contractor emphasis and close monitoring will probably minimize any difficulties of risk. |
| Poor | Responsive to the requirement but below acceptable standards. "Poor" is defined as a proposal that demonstrates a limited understanding of the requirements, includes minor omissions, and the approach barely meets the performance or capability standards necessary for minimal contract performance. "Poor" demonstrates a misunderstanding of the requirements that may be corrected or resolved through discussions without a complete revision of the Proposal. Weaknesses can potentially cause some disruption of schedule, increase in cost, and/or degradation of performance even with special contractor emphasis and close project monitoring. |
| Unsatisfactory | Not responsive to requirements. "Unsatisfactory" is defined as a proposal not meeting the requirements without major revisions and proposes an unacceptable risk. "Unsatisfactory" demonstrates a misunderstanding of the requirements; the approach fails to meet performance or capability standards and contains major omissions and inadequate detail to assure the evaluator that the respondent has an understanding of the requirement. |

3.4 Advertising Notice of Board Decision

A Contract will be awarded to the responsive and Responsible Vendor(s) who receive 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 RFP. 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. While the Board will encourage use by all District departments, the Contract(s) is not an exclusive agreement, and the Board may secure the same or similar goods and services from other vendors in accordance with applicable procurement laws, rules, and policies.

As in any competitive solicitation, the Board shall advertise a public notice of Board action when the Board has decided on the outcome of the solicitation, including, but not limited to, a decision to award a Contract, reject all Proposals, or cancel or withdraw the RFP.

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 Proposer 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 Proposer 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 Proposer. 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 Proposer 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 RFP.

Certification and acceptance of this provision are 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 Proposer considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Proposer must also simultaneously provide the District with a separate redacted copy of its Proposal 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 Proposer on the cover and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Proposer submits its Proposal to the solicitation and must only exclude or redact those exact portions that are claimed confidential, proprietary, or trade secret. The Proposer shall be responsible for defending its

determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Proposer shall protect, defend, and indemnify the District for any and all claims arising from or relating to the Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Proposer fails to submit a Redacted Copy with its Proposal, the District is authorized to produce the entire documents, data, or records submitted by the Proposer 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 response to this solicitation.

3.7 Small Business Participation

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

3.8 Local Business Preference

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

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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 Bidder 30 days in advance of any Department-required changes to the technical specifications and/or scope of service that affect the Bidder's ability to provide the service as specified herein. Any changes, other than purely administrative 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 with the Contractor a "not to exceed" price for each additional project using the contractually established hourly rates.

4.2 Use by Other Public Agencies

Pursuant to their own governing laws and subject to the agreement of the Contractor, 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 Proposers due to this RFP 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 RFP. Anticipated subcontract agreements known at the time of Proposal submission must be identified in the submitted Proposal 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 subcontractors 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/or 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. 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

Leon County Schools Safety & Security

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

Phone: (850) 487-7293

Email: kimblerd@leonschools.net

4.7 Insurance

Below are the minimum insurance requirements the Contractor(s) must maintain:

- 4.7.1** General Liability: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 4.7.2** Professional Liability/Technology Errors & Omissions: Limit not less than \$1,000,000 per occurrence covering services provided under this Contract.
- 4.7.3** Workers Compensation: Florida Statutory limits in accordance with Chapter 440, F.S.; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 4.7.4** Auto Liability: Owned, Non-Owned, and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If the Contractor does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Contractor must be furnished to the District indicating the following: *"(Contractor Name) does not own any vehicles. If the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition."*
Acceptability of Insurance Carriers: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service.
- 4.7.5** Verification of Coverage: Proof of insurance must be furnished within fifteen (15) days of the award of the contract.
- 4.7.6** Required Conditions: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Leon County, Florida, its members, officers, employees, and agents are added as additional insured.

All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Leon County, Florida.

Certificate Holder: The School Board of Leon County, Florida, 2757 W. Pensacola St., Tallahassee, FL 32303

The School Board of Leon County, Florida, reserves the right to review, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein throughout the term of this agreement.
- 4.7.7** Cancellation of Insurance: Vendors are prohibited from providing services under this Agreement with the District without the minimum required insurance coverage and must notify the District within two business days if required insurance is canceled.

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 Proposer. 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 Contractors 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 Successful Proposer 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 prior written approval of the District. 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 Proposer shall comply with the Americans with Disabilities Act (ADA). In the event of the Proposer's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended in whole or in part, and the Proposer 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 development, submittal, and evaluation of all Proposals received in response to this RFP and shall govern any and all claims and disputes which may arise between a person(s) submitting a Proposal 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 Proposer should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law and/or in equity.

4.20 Termination

4.20.1 Termination at Will

The Contract may be terminated by the District upon no less than 60 calendar days' notice and by the Contractor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

4.20.2 Termination for Cause

Performance issues will be handled per Section 2.12 of the RFP. 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. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

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. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. 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 canceled, 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 RFP shall be retained by the Proposer 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 Proposer to allow public access to all documents, papers, letters, or other material made or received by the Proposer 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 CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT jerniganj@leonschools.net, (850)487-7363, 520 S. Appleyard Dr., Tallahassee, FL 32304.

4.22 Indemnification

The Contractor 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 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 Assistant Superintendent of Business Services or designee. The District's Assistant Superintendent 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.

4.24 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 definition of "federally assisted construction contract" 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 Bacon Act (2 CFR Part 200.326(D)): All vendors, contractors, and subcontractors must comply with supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and subgrants for construction or repair.
- c. Davis- 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 subcontractors 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 School Board of Leon County, 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 definition of “funding agreement” under 37 CFR §401.2(a), and the recipient or subrecipient wishes to enter into a contract with a small business Contractor 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 Proposal, 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 Proposal.
- 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 Proposal, 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 Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - 2. Where funds other than Federal 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): The 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. This applies to items where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeds \$10,000.

- I. 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 subrecipient.

4.25 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.

4.26 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.” The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer 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.

4.27 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, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. 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 Proposal, that neither the Proposer 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.

4.28 Scrutinized Companies Certification

The Proposer 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 Proposer 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 Proposer agrees the Board may immediately terminate the Contract for cause if the Proposer is found to have submitted a false certification or if the Proposer 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 Proposal 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.

4.29 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.

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SECTION 5: Definitions

In this RFP, 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 proposal 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 Proposer 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 Proposer over other Proposers, 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 Proposer a substantial competitive advantage or benefit not enjoyed by other Proposers and does not adversely impact the interests of the District. |
| Proposer | A legally qualified corporation, partnership, or other business entity that submits a Proposal to the District in response to this RFP. This term differs from suppliers, which refers to the marketplace at large. |
| Responsible Proposer | A Proposer who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance. |
| Responsive Proposal | A Proposal submitted by a Responsible Proposer which conforms to all material aspects of this RFP. |
| Service Provider Identification Number (SPIN) | A SPIN is a unique nine-digit number assigned to service providers by USAC when an FCC Form 498 is filed. This number is also known as the service provider's 498 ID. A vendor may have more than one if the business units are separated by state, type of service, or for other reasons. One SPIN/498 ID is required to participate in the Schools and Libraries Program. |
| 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 Proposer is not relieved of its duties under the Contract when it enters a Subcontract. |
| Successful Proposer(s) or Contractor | The Proposer(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this RFP. |

Attachment I
Cost Proposal Form

RFP No. 250-2024 Internet Service Provider

| Requested Bandwidth | Potential Upgrade | | | | |
|--|------------------------|-------------------------|-------------------------|-----------------------------|-----------------------|
| *Cost evaluation is based on the requested Bandwidth | | | | | |
| Internet Access | 24 Month Term Pricing | | | | |
| | Monthly Recurring Cost | Monthly Ineligible Cost | Monthly Equipment Lease | Total Eligible Monthly Cost | One-time Install Cost |
| 6 Gbps | | | | | |
| 8 Gbps | | | | | |
| 10 Gbps | | | | | |
| 12 Gbps | | | | | |
| 14 Gbps | | | | | |
| 16 Gbps | | | | | |
| 18 Gbps | | | | | |
| 20 Gbps | | | | | |

Vendor Acknowledgment

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and in all respects, fair and without collusion or fraud. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Leon County for the purposes as proposed and described herein. Please sign below where required.

Company Name

FEIN

Authorized Representative Name (Printed)

Authorized Representative Title

Authorized Representative Signature

Date

Attachment II
Required Provisions Certifications

1. **Business/Corporate Experience**

This is to certify that the Proposer has:

1. At least five (5) years' experience as an Internet Service Provider (ISP) for commercial, industrial, and institutional customers.
2. A permanent place of business and adequate resources to perform the services contemplated by this RFP; and
3. Has met all federal E-Rate requirements and is not in Red-Light status.

2. **Prime Vendor**

This is to certify that the Successful Proposer 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 Proposer's Proposal 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. **Business Licensing**

This is to certify that the Proposer is currently licensed by the Florida Department of Financial Services for provision of the services contemplated in this RFP and that the Proposer has disclosed in their Proposal all suspensions, revocations, reviews of licensing, bankruptcies, judgments, or liens in the last five (5) years.

5. **Federal Debarment**

This is to certify that neither the Proposer 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 Proposer whatsoever.

7. **Statement of No Inducement**

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

8. **Statement of Non-Disclosure**

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

9. **Statement of Non-Collusion**

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

10. **Scrutinized Companies Certification**

The Proposer 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 Proposer 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 Proposer agrees the District may immediately terminate the resulting Contract for cause if the Proposer is found to have submitted a false certification or if the Proposer 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 proposal 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 Proposer 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

Company Name: _____

Solicitation Number: RFP 250-2024

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. Proposers shall complete either Section 1 or Section 2.

Section 1

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 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 Proposal Opening.

| Name | Title/Position | Date of Filing |
|-------|----------------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Authorized Representative (Signature)

Authorized Representative (Print)

Attachment IV
Proposer Contact Information

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

| | For solicitation purposes, the Proposer's representative shall be: | For contractual purposes, should the Proposer be awarded, the Proposer's representative shall be: |
|------------------------------|---|---|
| Name | | |
| Title | | |
| Street Address: | | |
| City, State, Zip code | | |
| Telephone:(Office) | | |
| Telephone:(Cell) | | |
| Email | | |

| | | |
|---------------------|--|-------------|
| | | |
| Company Name | Authorized Representative (Signature) | Date |
| | | |
| FEIN # | Authorized Representative (Printed) | |

Attachment V
Proposer's Reference Form

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

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

References that are listed as subcontractors in the response 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, 2023.

References shall not be given by:

- Persons employed by the District within the past three (3) years.
- Persons currently or formerly employed or supervised by the Proposer or its affiliates.
- Board members within the Proposer's organization.
- Relatives of any of the above.

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

Proposer's Reference Form

Reference #1

Proposer Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ Alternate Contact Person: _____

Primary Contact Phone: _____ Alternate Contact Phone: _____

Contract Performance Period: _____ Location of Services: _____

Brief description of the services performed for this reference:

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 _____

Proposer's Reference Form
Reference #2

Proposer Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ Alternate Contact Person: _____

Primary Contact Phone: _____ Alternate Contact Phone: _____

Contract Performance Period: _____ Location of Services: _____

Brief description of the services performed for this reference:

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 _____

Proposer's Reference Form

Reference #3

Proposer Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ Alternate Contact Person: _____

Primary Contact Phone: _____ Alternate Contact Phone: _____

Contract Performance Period: _____ Location of Services: _____

Brief description of the services performed for this reference:

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 VI
Local Preference Affidavit

To qualify for the Local Vendor Preference, a Proposer must be physically located 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 Proposal Opening. The Proposer, 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.

The Proposer 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:

Proposer Name: _____

Address: _____

County of Location: _____

Phone to Local Location: _____

Email: _____

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

Is your business certified as a small business enterprise 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 Proposer shall complete the information below on all subcontractors that will be providing services to the Proposer to meet the requirements of the Contract, should the Proposer 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 Proposer 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 Yes _____ No _____
with Leon County Schools?

Local Proposer? 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 Proposer, in accordance with Florida Statute 287.087, hereby certifies that.

_____ does:

Name of Business

1. Publish 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. Inform 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. Give each employee engaged in providing the commodities or contractual services that are under the proposal 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 that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 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. Impose a sanction on, or require, satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
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 firm complies fully with the above requirements.

Signature of Authorized Officer _____

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 USC § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 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 response, 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, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A.** The prospective lower tier participant certifies, by submission of this Bid, 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 Bid.

| | |
|--|---------------------------------|
| 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, DC 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 which this Bid 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," "Bid," 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 Bid 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 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 is 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
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 USC 1352

1. Type of Federal Action

2. Status of Federal Action

3. Report Type

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

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

- ☐ a. Initial filing
☐ b. Material changes

For a material change only:

Year: _____ Quarter: _____

Date of last report: _____

4. Name and Address of Reporting Entity

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

☐ Prime ☐ Subawardee ☐ Tier *if known*

Name: _____

Name: _____

Street: _____

Street: _____

City/State/ Zip _____

City/State/ Zip _____

Congressional District, *if known* _____

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: *if individual, last name, first name, MI*

10. b. Individuals Performing Services: *including address if different from 10.a.*

11. Information requested through this form is authorized by Title 31 USC 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 USC 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 USC 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 Bid (ITB) number; Invitations to Bid (ITB) number; grant announcement number; the contract, grant, or loan award number; the application/Bid control number assigned by the Federal agency). Included prefixes, e.g., "ITB-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 item 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; print his/her name, title, and telephone number

Attachment XI

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services, and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the number of students receiving free and reduced-price meals.

1. The project herein [is/may be] contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate.
2. The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
3. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
4. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/providers/step01/>
5. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the RFP is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
6. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed from Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner, which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html.
7. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2024.
8. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC-approved extensions).
9. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.
10. The service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.
11. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.
12. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within three (3) days to questions associated with its proposal.

13. No change in the products and/or services specified in this document orders will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
14. The Service Provider acknowledges that all pricing and technology infrastructure information in its RFP shall be considered public and non-confidential pursuant to §54.504 (2)(i)(ii).
15. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of the lowest corresponding price.
16. This offer is in full compliance with USAC's Free Services Advisory: <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
17. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the Vendor on an "Invoice Check" with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
18. Services providers must comply with the FCC rules for the Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E- rate process as outlined above.

Signature: _____ Title: _____

Phone Number: _____ Email: _____

Service Provider Name: _____