

Request for Proposals (RFP)



"Preparing students to become responsible, respectful, independent learners equipped with the critical thinking skills necessary to compete in our global society."



Data Cabling Equipment and Services (E-Rate)

RFP 492-2022

RFP Released: October 28, 2021

Deadline for Questions*: 2:00 p.m. on November 10, 2021

Proposals Due*: 2:00 p.m. on December 14, 2021

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	October 28, 2021	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/
Written Questions Due	November 10, 2021 at 5:00 p.m.	Submit to: June Kail, Procurement Officer Subject: RFP 492-2022 Data Cabling Equipment and Services (E-Rate) Email: purchasing@leonschools.net
Anticipated Posting of Answers to Submitted Questions	November 15, 2021	District Website https://www.leonschools.net/Page/4411
Sealed Proposals Due and Opened	December 14, 2021 at 2:00 p.m.	Submit to: Leon County Schools Purchasing Department Attn: June Kail, Procurement Officer RFP 492-2022 Data Cabling Equipment & Services (E-Rate) 3397 W. Tharpe Street Tallahassee, FL 32303* <small>*Also the location for the Response Opening</small>
Evaluation Team Meeting	December 16, 2021	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Anticipated Date the District will Advertise its Notice of Board Decision	January 31, 2021	District Website https://www.leonschools.net/Page/4411

Table of Contents

RFP Timeline	2
SECTION 1: Key information	6
1.1 Quick Facts	6
1.2 Proposer Qualifications	6
1.3 How to Contact Us (Procurement Rules and Information)	7
1.4 Developing Your Proposal	7
1.5 Submitting Your Proposal	8
1.6 Proposal Opening	9
1.7 Disposition of Proposals	9
1.8 Changes to the RFP	10
1.9 Protest Procedures	10
SECTION 2: Scope of Work	11
2.1 Background	11
2.2 Procurement Overview	11
2.3 Contract Term	11
2.4 Scope of Work	11
2.5 Invoice and Payment	14
2.6 Performance Monitoring	14
SECTION 3: Procurement Rules and Information	16
3.1 Contents and Format of Proposal Submittals	16
3.2 Cost Proposal Submittals	18
3.3 Proposal Evaluation and Criterion	18
3.4 Advertising Notice of Board Decision	22
3.5 No Prior Involvement and Conflicts of Interest	22
3.6 Confidentiality, Proprietary, or Trade Secret Material	22
3.7 Small Business Participation	23
3.8 Local Business Preference	23
SECTION 4: Contract Terms and Conditions	24
4.1 Contract Modifications	24
4.2 Use by Other Public Agencies	24
4.3 Travel Expenses	24
4.4 E-Verify	24

4.5	Subcontracts.....	24
4.6	Background Screening Requirements/Jessica Lunsford Act	25
4.7	Insurance.....	25
4.8	Copyrights, Right to Data, Patents, and Royalties	26
4.9	Independent Contractor Status	27
4.10	Contact with Students	27
4.11	Assignment.....	27
4.12	Force Majeure	27
4.13	Severability	27
4.14	Reservation of Rights	27
4.15	Americans with Disabilities Act.....	28
4.16	Employment of District Personnel	28
4.17	Legal Requirements	28
4.18	Conflict of Law and Controlling Provisions.....	28
4.19	Default	28
4.20	Termination.....	28
4.21	Public Records	29
4.22	Indemnification	30
4.23	Disputes.....	30
4.24	Federal Grants Terms and Conditions	30
4.25	Anti-Discrimination	32
4.26	Discriminatory Vendor List	32
4.27	Public Entity Crime & Convicted Vendor List	33
4.28	Scrutinized Companies Certification	33
SECTION 5: Definitions		34
Attachment I		35
Attachment II		37
Attachment III		39
Attachment IV.....		40
Attachment V.....		41
Attachment VI.....		45
Attachment VII.....		46
Attachment VIII.....		47

Attachment IX.....	49
Attachment X.....	50

SECTION 1: Key information



1.1 Quick Facts

- a. The School Board of Leon County, Florida, (hereinafter referred to as the “District”), is requesting sealed proposals for the provision of goods and services that may include installation of data cabling, audio-video systems, televisions, IP cameras, digital intercom system upgrades, various wiring installations and repairs and other related work as needed.
- b. 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 <http://www.usac.org/sl/>.

The District has filed FCC Form 470 Application # 220002319.

- c. The use of capitalization (such as Proposer) denotes words and phrases with special meaning as defined in [Section 5, Definitions](#).
- d. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.
- e. 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 data communications work in the State of Florida, and shall hold a valid Florida Low Voltage and State Alarm Contractor I license.
- b. The awarded Contractor(s) shall have a **minimum of five (5) years’ experience** as a data communication contractor for commercial, industrial, and institutional customers.
- c. The awarded Contractor(s) shall be able to provide services during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., and after hours, Monday through Friday, 5:00 p.m. to 10:00 p.m., and Saturdays/Sundays, as required and coordinated by the District’s Project Manager.



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> and DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.
- c. Between the release of the solicitation, and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), 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 in 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 of Purchasing, Warehouse & Property Management
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.
- 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.

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- 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 at least five (5) years within the last 10 years, of business/corporate experience in providing data cabling services to commercial or governmental clients
 - 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 in providing data cabling services to at least three (3) customers of similar scope and size;
 - 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, Price Page, Attachment II, Required Provisions Certification, and Attachment III, Notice of Conflict of Interest; and
 - 7. The Proposer shall possess and provide a copy of a current and active Department of Business & Professional Regulation licenses as Low Voltage, State Alarm I, and Electrical Contractors.



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.**

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- b. Proposers must mail or otherwise deliver their Proposals to the following address:
Leon County Schools
Purchasing Department
RFP 492-2022 Data Cabling Equipment and Services (E-Rate)
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) hardcopies, 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 hardcopies 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.
 - 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 those 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, 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.
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- 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> and on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>.

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement. 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, which 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 data cabling service providers.

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. Proposers must have the ability to begin the implementation of services if awarded, on or before July 1, 2022.

2.3 Contract Term

We anticipate that the Contract(s) will commence within 120 days of award. The expected Contract term and options to renew are:

Description	Time Period
Initial term of the Contract	Three (3) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	6 years

2.4 Scope of Work

The District is seeking a qualified and experienced Contractor(s) to provide data cabling, communications wiring and related hardware, conduits and cable management infrastructure, and all related components required for a fully functional data communications infrastructure including:

- a. Adds, moves and changes to the existing data communications infrastructure at schools and District offices;
- b. Installation of new communications infrastructure to support data, voice, and video at schools and District offices;
- c. Communications infrastructure in relocatable classrooms;

- d. Communications infrastructure in building renovations and additions; and
- e. Dedicated Technician services.

The District's intent with this Contract is to, in accordance with E-rate guidelines, establish a "Not to Exceed" rate for data cabling equipment and services throughout the term of the Contract. All shipping and repair/return of items must be provided at no cost.

- 2.4.1 ACCOUNT REPRESENTATION:** Contractor shall designate one point of contact for communications with the District. A resume of this individual must be submitted with the Proposal and they must reside in Leon, Gadsden, Wakulla, or Jefferson counties. A resume for all other staff in the organization that will be servicing the District must also be included.
- 2.4.2 PERSONNEL:** Contractor shall have, at the time of submitting their Proposal and throughout the term of the Contract, experienced technicians (Foremen and Apprentices). Technicians must be capable of performing adds, moves, changes and routine maintenance services on the current and future install-base of cabling infrastructure. Contractor shall supply the technicians with all the appropriate equipment, tools, transportation and training to properly install and maintain District data cabling in accordance with the RFP terms specifications and conditions.
- 2.4.3 EQUIPMENT/SUPPLIES:** Contractor shall supply at a minimum the following tools: test equipment for Category 5e/6/6A, termination/punch down tools, tone and probe kits, voltage detectors, crimpers, strippers, cutters, probe pics, can wrenches, tapes & adhesives, various hand tools (pliers, screw drivers, etc). Transportation must be a company vehicle, not a personal vehicle. Dedicated technicians need to have a company vehicle with all necessary tools for each day. The District will not provide transportation and will not furnish tools.
- 2.4.4 BALANCE OF LINE & OTHER GOODS/SERVICES:** Contractor shall provide other goods and services required by the District as needed in the future, irrespective of their specific omission from this RFP. Pricing for any such procurement will be determined by negotiation at the time of the sale, but must be based on the applicable discount levels established on the Cost Proposal Form included in the initial RFP response.
- 2.4.5 DISCONTINUATION AND SUBSTITUTION FOR RFP ITEMS:** Over time, the District expects that the items listed on the Cost Proposal Form (Attachment I) will reach end of either their sale or support life. Contractor shall provide alternative products that meet or exceed the operational functionality of the items listed in the RFP at the prices included with their proposal. Additionally, as technology and business requirements change throughout the term of this contract, the District may buy alternative products to those listed herein, at the discount levels established in this contract.
- 2.4.6 WARRANTIES:** A minimum one (1) year warranty shall apply to all Contractor 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. Your proposal should clearly acknowledge your warranty policy period, exclusions and acceptable warranty repair rate.
- 2.4.7 ORDER PLACEMENT & SHIPPING COSTS:** The awarded Contractor(s) will provide, as requested by authorized District staff, job estimates at no charge to the District. The Contractor must respond with a written quote/proposal within fifteen (15) business days. Any quote for work that is being done with E-Rate funding support is valid until the close of the associated Funding Request Number (FRN). Proposals/quotes for E-Rate-funded work must break out the E-Rate eligible and ineligible components. At the School Board's discretion, competing quotes may be solicited for individual projects, if multiple vendors are awarded a contract. The awarded pricing from this Contract(s) will be the basis for all

invoicing/billing for goods and services provided under this contract. Vendors may submit quotes for prices lower than the contracted rates, but may not exceed the proposed rates.

When requested a project quote:

- a. The District will reach out a request a project quote, including project details and the site location;
- b. If necessary, request that the Contractor meet with the District's Project Manager responsible for overseeing the project;
- c. The District will provide a general overview of the project to the Contractor on-site or verbally.
- d. The Contractor will prepare a written proposal to include, but not limited to:
 - a brief description of work to be completed;
 - number of labor hours estimated to complete the project; and
 - material and equipment cost estimate, if applicable.
- e. Upon acceptance of the project proposal, the District will issue a purchase order (PO) and the Contractor will be requested to commence work on the project. At no time should work begin without an authorized PO. The timeframe of each project will be "as required" and at the direction of the assigned District Project Manager.
- f. The project will be deemed complete when the work has been reviewed and approved by the assigned District Project Manager, or designee.

2.4.8 MANUFACTURING DELAYS: If the Contractor is unable to supply equipment or materials in compliance with this RFP, the Contractor shall furnish the District with a temporary solution so as not to delay a project at no cost to the District.

2.4.9 DOA/INSTALLATION FAILURE: The Contractor must immediately replace any equipment deemed to be defective at the time of installation without delay and at no cost to the District.

2.4.10 DOCUMENTATION: The Contractor shall provide full documentation on any equipment or system procured under this RFP to the District at no additional cost with 72 hours of request.

2.4.11 INSTALLATION OF GOODS & SITE CLEAN-UP: The Contractor shall deliver and install items within 30 days after receipt of a PO (unless alternate arrangements are agreed upon with the District). Work hours are to be coordinated with the individual site and the designated District Project Manager. The Contractor is responsible for removing all trash and debris to outside garbage containers daily or as needed during the day. After project completion, the Contractor shall provide a complete clean-up of the rooms including vacuuming the floor, cleaning racks, panels, and boards, etc. Workstation outlet location areas shall be cleaned on an on-going basis each time the Contractor completes work in the area.

2.4.12 PROTECTION OF WORK, PROPERTY & PERSONNEL: Contractor shall at all times guard against damage and loss to the District property, and shall replace and repair any loss or damages. The District may withhold payment or make deductions, as it may deem necessary to ensure reimbursement for loss and damages due to the negligence of the Contractor. Contractor shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.

2.4.13 PROFESSIONAL SERVICES: The District expects that certain professional services be provided at no additional cost to those indicated on the Cost Proposal Form. The services, if requested, may include: pre-sales engineering, product roadmap alignment and strategic planning assistance, collaborative project planning. Other professional services must be made available to the District to meet its operational requirements at rates aligned to the services requested and negotiated by the District and the Contractor.

2.4.14 TRAINING & KNOWLEDGE TRANSFER: Contractor shall provide training, if requested, to the District on the use of the equipment and systems procured under this Contract at no cost to the District. As the Contractor performs routine installation or maintenance procedures on equipment purchased under this Contract, District staff may participate to become better acquainted with systems operations and maintenance.

2.4.15 AFTER-HOUR/EMERGENCY SERVICES: Contractor shall provide a certified field technician / data engineer for after-hours emergency response to the District. The after-hours time frame is defined as the hours of 5:00 p.m. (ET) to 10 p.m. (ET), Monday through Friday and 8:00 a.m. (ET) to 10:00 p.m. (ET) Saturday, Sunday, holidays and during any unplanned site closures. For Information Technology notification of emergency repairs requiring a response, this certified Field Technician must be accessible by cell phone. Pricing for this emergency technician service (hourly rate) will be in accordance with the Cost Proposal.

2.4.16 EMPLOYEE CONDUCT: Contractor's employees or agents shall conduct themselves in a professional manner at all times. All rules and guidelines of the project site(s) and the District shall be adhered to. Smoking or use of tobacco is NOT permitted on the project site(s). Contractor shall not interface with school personnel, students, or make use of any school facilities without permission. Contractor's employees working on site must report to the School Administration Office to sign in. When working on a District construction site owned by a general contractor, all work must be coordinated with the general contractor so as not to impede the progress of any construction activity.

2.4.17 UNIFORMS: Contractor's installation personnel are required to wear uniforms that include shirts with the company's name prominently displayed, fully clothed in appropriate business attire while on District premises.

2.4.18 PROJECT TRACKING & PROGRESS REPORTING: Contractor, when requested, shall submit weekly progress reports to the District via e-mail that contain at least:

- a. Work scheduled for the following week with estimated start dates
- b. Work completed during the week with actual completion dates
- c. Unforeseen delays / obstacles, other comments

2.5 Invoice and Payment

Upon project completion, the Contractor shall submit a final invoice to the assigned District Project Manager for approval as follows:

- a. Include all hours worked, per labor classification and whether the work was considered regular or after hours;
- b. The hourly labor rates, whether at a regular or after-hour rate basis; shall be inclusive of all associated costs with the performance of these services including transportation, equipment, delivery, miscellaneous expenses, profit and overhead; and
- c. The cost for all purchased materials and supplies required to complete the job (if any);
- d. Balance-of-line materials and supplies shall include the proposed percentage mark-up rate over cost and copies of all related invoices.

The District's payment terms are net 30 days from receipt of a properly detailed and accurate invoice.

2.6 Performance Monitoring

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

- On-site reviews of work performed;

- Documentation/review of timely response to request for quotes;
- Documentation/review of timely response to project requests;
- Documentation/review of timely completion of projects as assigned.

The Contract Manager will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Contractor(s) the opportunity for correction, where feasible.

Within 10 calendar days of receipt of the District's written monitoring report (which may be transmitted by email), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable), in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Contractor. CAPs that do not contain all information required shall be rejected by the Contract Manager in writing (email acceptable). The Contractor shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP, or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$5,000 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

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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

1. Executive Summary/ Letter of Interest

2. E-Rate Requirements

- a. Proposers shall identify their current SPIN (Service Provider Identification Number) to be verified by District through the USAC website.
- b. Proposers shall identify their current FRN (Federal Communications Commission (FCC) Registration Number) to be verified by District through the USAC website. Any Proposer found to be in Red-Light Status will be considered non-responsive.

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

Using Attachment V, Proposer's Reference Form, Proposers shall provide at least three (3), but not more than five (5), references from businesses or 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.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public, utilizing Attachment V, Proposer's Reference Form for References. References(s) shall identify the type of services provided by the Proposer, dates of service provision, the firm/agency name of the entity for which the services were provided, and the reference provider's current telephone number and address. Reference(s) shall include a paragraph describing services similar in magnitude and scope to those requested in the RFP. 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 not listed in the Proposer's Proposal and to consider references when determining best value.

2. Narrative Record of Past Experience

As indicated in Section 1.3(j) of this RFP, it is a Mandatory Responsiveness Requirement that the Proposer has at least five (5) years of experience within the last 10 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, judgements, or liens within the last five (5) years;
- d. Disputes: 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. Subcontractor Information: 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. Staff Assignments and Certifications

The Proposer shall provide resume's and job descriptions for all positions assigned to the Contract along with copies of any relevant certifications/licensure for staff that will be providing the on-site services contemplated in this RFP.

c. TAB C

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. Documentation from the Florida Department of Financial Services supporting active licensure as a Low Voltage and Fire Alarm I Contractor.
3. Completed Application for Vendor Status*, and associated forms (<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
4. Attachment III, Notice of Conflict of Interest;
5. Attachment IV, Vendor Contact Information; and
6. The completed, notarized, Attachment VI, Local Preference Affidavit.
7. Attachment VIII, E-Rate Supplemental Terms and Conditions
8. Attachment IX, Drug Free Workplace Certification

***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 as 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. 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 to provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one responsive proposal is received, the Committee will proceed without scoring the one responsive proposal and 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 processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Evaluation Committee Member's points (for sections evaluated by a committee).

STEP 1: Minimum Eligibility: Each proposal will be evaluated 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 that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

STEP 2: Committee Evaluation: This step evaluates the strengths of the companies that have responded to the RFP. The Committee will score the proposals on the basis of the evaluation criterion set forth below.

STEP 3: Cost Evaluation: The District's Purchasing Department will reveal the point values assigned to the cost proposals submitted by each Proposer. The individual responsible for this portion of the evaluation is not a voting member of the Committee. Cost Points will be assigned as follows:

Hourly Labor Cost	15 pts
Material Cost	10 pts
Balance of Line % Over Cost Markup	5 pts

For Cost Points, the Vendor submitting the lowest Overall Price will receive the total points assigned for that category. All other Proposals will receive Cost Points according to the following formula:

$$(N / X) \times \text{Total Cost Points Assigned} = Z$$

Where:

N = Lowest Overall Price received by any Proposal

X = Vendor's Proposed Price

Z = Cost Points Awarded

STEP 4: Score Computation: All scores will be calculated (sections scored by the committee will be averaged) and combined for a Grand Total.

Evaluation Criterion	Maximum Assigned Points
<p>CRITERION 1: Business Experience</p> <ul style="list-style-type: none"> To what extent does the Vendor's corporate structure and qualifications demonstrate its capability to provide services under a Contract? Financial viability and stability To what extent does the Vendor demonstrate stability in providing prior contractual services? To what extent does the Vendor demonstrate the ability to comply with required licensing requirements, including past licensing issues? To what extent does the Vendor demonstrate stability in providing prior contractual services? To what extent does the Vendor's past performance demonstrate an ability to provide quality data cabling materials and services? 	10
<p>CRITERION 2: Staffing and Qualifications</p> <ul style="list-style-type: none"> To what extent does the Vendor's proposed staff reflect the experience required in this RFP?including Does the proposed staff and staffing model appear appropriate to meet the services sought in the RFP? 	20
<p>CRITERION 3: E-Rate Experience</p> <ul style="list-style-type: none"> To what extent does the Vendor demonstrate an understanding of E-Rate requirements? To what extent does the Vendor's experience with E-Rate projects demonstrate its ability to provide services in accordance with E-Rate requirements? 	20
<p>CRITERION 4: Quality of References</p> <ul style="list-style-type: none"> To what extent does the Vendor's business/corporate references demonstrate its ability to provide services under a Contract? How well do the Vendor's recent clients compare to the size of scope of the services the District is seeking? 	20
<p>CRITERION 5: Cost Proposal</p> <ul style="list-style-type: none"> Points to be assigned by the Procurement Officer 	30
<p>Local Preference (Board Policy 6450)</p> <ul style="list-style-type: none"> Leon County Vendor's will receive 10 pts. 	10

Evaluation Criterion	Maximum Assigned Points
<ul style="list-style-type: none"> Adjacent County Vendor's will receive 5 pts. 	
Small Business Certification (Board Policy 6325)	5

Evaluation Team members will assign a score (using **no fractions or decimals**) to each Evaluation Criterion.

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

Score	Score Description
<p>Excellent</p> <p>Maximum Assigned Points for Criterion</p>	<p>Exceeds expectations for effectiveness and responsiveness to the requirement. “Excellent” is defined as a proposal to a specific criterion that is extensive, detailed, exceeding all requirements and objectives of the solicitation, with the 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.</p>
<p>Good</p> <p>Minor Assigned Point Deduction for Criterion</p>	<p>Above minimum performance, effective and responsive to the requirement. “Good” is defined as a proposal which generally exceeds requirements in minor areas; therefore, 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.</p>
<p>Adequate</p> <p>Deduction of ½ of Assigned Criterion Points</p>	<p>Minimal acceptable performance standards and responsive to the requirement. “Adequate” is defined as a proposal which generally meets the requirements. “Adequate” demonstrates 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.</p>
<p>Poor</p> <p>Major Assigned Point Deduction for Criterion</p>	<p>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.</p>
<p>Unsatisfactory</p> <p>0 Points for Criterion</p>	<p>Not responsive to requirement. “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 standard and contains major omissions and inadequate detail to assure the evaluator that the respondent has an understanding of the requirement.</p>

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 for 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 to 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 is incorporated in Attachment II, Required Provisions Certification.

3.6 Confidentiality, Proprietary, or Trade Secret Material

The District takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the 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 which 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 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.

3.8 Local Business Preference

This RFP, in the evaluation phase, is subject to the local preference provisions specified in Board Policy 6450.

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SECTION 4: Contract Terms and Conditions

4.1 Contract Modifications

Unless otherwise stated in the Contract, modifications shall be valid only through the execution of a formal Contract amendment signed by both parties.

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.

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/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/agreement.

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

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 Agreement.
- 4.7.3 Workers Compensation: Florida Statutory limits in accordance with Chapter 440; 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 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. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition"*.
- 4.7.5 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.

4.7.6 Verification of Coverage: Proof of insurance must be furnished within fifteen (15) days of award of the contract.

4.7.7 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 collectable 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, coverage's or endorsements, herein throughout the term of this agreement.

4.7.8 Cancellation of Insurance: Vendors are prohibited from providing services under this Agreement with LCSB without the minimum required insurance coverage and must notify LCSB within two business days if required insurance is cancelled.

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 Contractor's 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 2.8 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 cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports, not otherwise protected from disclosure by law to the replacing party.

4.21 Public Records

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

All records stored electronically must be provided to the District, upon request from the District's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this 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. 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 supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
- c. Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all prime construction contracts in

excess of \$2000 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). 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 Polk County, the appropriate Federal agency, 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 bid 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. 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 firm or nonprofit 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 sub grants 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, as defined at 2 CFR Part 180, Section 300.
 - 1. The prospective lower tier participant certifies, by submission and signature of this bid, 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 bid.

- j. Anti-Lobbying Certification (2 CFR Part 220.326(J)): Certification regarding use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. Applies to contractors that apply or bid for an award of \$100,000 or more.
 - 1. The Contractor certifies, by submission and signature of their Proposal, that during the term and after the awarded term of an award for 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, contractor must disclose 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. 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 exceeded \$10,000.
- l. 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

Neither the vendor/contractor nor the District will discriminate against faculty, staff, contractors, or students on the basis of age, color, disability, ethnic origin, nationality, genetic information, gender, including gender identity, sexual orientation or gender expression, race, religion, or veteran status, or any other category protected by federal, state, or local law in its educational programs, website accessibility, admission policies, financial aid, employment or other school administered programs. The Parties will abide by the District's anti-discrimination and anti-bullying policies in accordance with the law while performing under this Contract.

4.26 Discriminatory Vendor List

Per the provisions of Florida Statute 287.134(2)(a), "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 prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.

4.27 Public Entity Crime & Convicted Vendor List

Per the provisions of Florida Statute 287.133 (2)(a), “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list”. The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

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.

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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.

Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and District-observed holidays.
Compensation	Anything of value including fees, commissions, payments, loan, the forgiveness of a loan, transportation, lodging, food/beverage, dues, tickets, plants/flowers, personal services for which a fee is normally charged, gifts, and tangible or intangible property. This does not include non-monetary items under \$25 such as pens or notepads from conferences.
Contract	The written agreement entered by the Board and Successful Bidder(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 (LCS)	Leon County School District, with the Leon County School Board serving as the 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.
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 Bidder'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. 492-2022 Data Cabling Equipment and Services (E-Rate)

#	Labor Rates	Unit of Measure	Unit Price
1.	Foreman (each) for repairs and service calls during normal business hours – Monday through Friday 8:00 a.m. - 5:00 p.m.	Per Hour	\$_____
2.	Foreman (each) for repairs and service calls after normal business hours – nights and weekends	Per Hour	\$_____
3.	Apprentice/Technician (each) for repairs and service calls during normal business hours – Monday through Friday 8:00 a.m. - 5:00 p.m.	Per Hour	\$_____
4.	Apprentice/Technician (each) for repairs and service calls after normal business hours – nights and weekends	Per Hour	\$_____
Total Labor Rate (sum of #1 - #4)			\$_____

#	Material Rates	Unit of Measure	Unit Price
5.	25 pair PE-89 Category 3 Non-Plenum Cable	Per Foot	\$_____
6.	25 pair Category 3 Non-Plenum Cable	Per Foot	\$_____
7.	25 pair Category 3 Plenum Cable	Per Foot	\$_____
8.	4 pair Category 5e DROP U/UTP Non-Plenum	Per Drop	\$_____
9.	4 pair Category 5e DROP U/UTP Plenum	Per Drop	\$_____
10.	4 pair Category 6 DROP U/UTP Non-Plenum	Per Drop	\$_____
11.	4 pair Category 6 DROP U/UTP Plenum	Per Drop	\$_____
12.	4 pair Category 6A DROP U/UTP NON-PLENUM	Per Drop	\$_____
13.	4 pair Category 6A DROP U/UTP PLENUM	Per Drop	\$_____
14.	24 port Category 5e patch panel	Each	\$_____
15.	48 port Category 5e patch panel	Each	\$_____
16.	24 port Category 6 patch panel	Each	\$_____
17.	48 port Category 6 patch panel	Each	\$_____
18.	7' Floor Mounted Equipment Rack	Each	\$_____
19.	4 Post Floor Mounted Equipment Rack	Each	\$_____
20.	35"X18"X19" Wall Mount Rack	Each	\$_____
21.	4' Enclosed Server / Data Cabinet	Each	\$_____
22.	7' Enclosed Server / Data Cabinet	Each	\$_____
23.	6 Strand Om3 Optical Fiber Non-Plenum	Per Foot	\$_____
24.	6 Strand Om3 Optical Fiber Plenum	Per Foot	\$_____

#	Material Rates	Unit of Measure	Unit Price
25.	12 Strand Om3 Optical Fiber Non-Plenum	Per Foot	\$_____
26.	12 Strand Om3 Optical Fiber Plenum	Per Foot	\$_____
27.	6 Strand Om4 Optical Fiber Non-Plenum	Per Foot	\$_____
28.	6 Strand Om4 Optical Fiber Plenum	Per Foot	\$_____
29.	12 Strand Om4 Optical Fiber Non-Plenum	Per Foot	\$_____
30.	12 Strand Om4 Optical Fiber Plenum	Per Foot	\$_____
31.	6 Strand Single Mode Optical Non-Plenum Fiber	Per Foot	\$_____
32.	12 Strand Single Mode Optical Non-Plenum Fiber	Per Foot	\$_____
33.	6 Strand Single Mode Optical Plenum Fiber	Per Foot	\$_____
34.	12 Strand Single Mode Optical Plenum Fiber	Per Foot	\$_____
35.	6 Strand Om1 Optical Fiber Non-Plenum	Per Foot	\$_____
36.	6 Strand Om1 Optical Fiber Plenum	Per Foot	\$_____
37.	12 Strand Om1 Optical Fiber Non-Plenum	Per Foot	\$_____
38.	12 Strand Om1 Optical Fiber Plenum	Per Foot	\$_____
Total Material Rate (sum of #5 - #38)			\$_____

#	Balance of Line	Unit of Measure	Unit Price
39.	Balance of Line (all other related goods and services within the scope of the RFP)	Invoiced cost plus % markup	_____ %

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 at least five (5) years, within the last 10 years, of business/corporate experience in providing data cabling services to commercial or governmental clients, as described in this RFP.

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, judgements, or liens in the last five (5) years.

5. Federal Debarment

This is to certify that neither the Proposer, nor its principles, is 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 Signature

(NOTARY SEAL)

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 492-2022

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, 2021. 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 Signature

(NOTARY SEAL) _____
Name of Notary (Typed, Printed, or Stamped)

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

Proposer's Reference Form

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 Signature

(NOTARY SEAL)

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 Signature

(NOTARY SEAL)

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 Signature

(NOTARY SEAL)

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 with Leon County Schools? Yes _____ No _____

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

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 numbers 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 ITN.
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 ITN 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, 2021.
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. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Alternatively, if the District decides that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
10. 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.
11. 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.

12. 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.
13. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
14. 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 3 days to questions associated with its proposal.
15. 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.
16. The Service Provider acknowledges that all pricing and technology infrastructure information in its ITN shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
17. 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 lowest corresponding price.
18. 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.
19. 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>
20. Services providers must comply with the FCC rules for 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: _____

Attachment IX
Drug-Free Workplace Certification

The undersigned Proposer, in accordance with Florida Statue 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 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 the 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 implementation of Paragraphs 1 thru 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 X
District School and Site Listing

District School Sites						
Cost Center	School Site	Phone		Cost Center	School Site	Phone
0441	Apalachee Elementary 650 Trojan Trail, 32311	488-7110		0401	Astoria Park Elementary 2465 Atlas Road, 32303	488-4673
1181	Bond Elementary 2204 Saxon Street, 32310	488-7676		0521	Buck Lake Elementary 1600 Pedrick Road, 32317	488-6133
1161	Canopy Oaks Elementary 3250 Pointview Drive, 32303	488-3301		0491	Chaires Elementary 4774 Chaires Crossroads, 32317	878-8534
1202	Conley Elementary School 2400 E. Orange Ave., 32311	414-5610		0511	DeSoto Trail Elementary 5200 Tredington Park Dr., 32309	488-4511
0561	Ft. Braden K-8 15100 Blountstown Hwy, 32310	488-9374		0381	Gilchrist Elementary 1301 Timberlane Road, 32312	893-4310
0041	Hartsfield Elementary 1414 Chowkeebin Nene, 32301	488-7322		1131	Hawks Rise Elementary 205 Meadow Ridge, 32312	487-4733
0481	Killearn Lakes Elementary 8037 Deerlake East, 32312	893-1265		0421	Moore Elementary 1706 Dempsey Mayo Rd, 32308	877-6158
0171	Oak Ridge Elementary 4530 Shelfer Road, 32305	488-3124		0311	Pineview Elementary 2230 Lake Bradford Rd, 32310	488-2819
0231	Riley Elementary 1400 Indiana Street, 32304	488-5840		1171	Roberts Elementary 5777 Centerville Road, 32309	488-0923
0091	Ruediger Elementary 526 W. Tenth Ave., 32303	488-1074		0071	Sabal Palm Elementary 2813 Ridgeway Street, 32310	488-0167
0431	Sealey Elementary 2815 Allen Road, 32312	488-5640		0501	Springwood Elementary 3801 Fred George Road, 32303	488-6225
0031	Sullivan Elementary 927 Miccosukee Road, 32308	487-1216		0131	Woodville Elementary 9373 Woodville Highway, 32305	487-7043
0391	Belle Vue Middle 2214 Belle Vue Way, 32304	488-4467		0032	Cobb Middle 915 Hillcrest Ave., 32308	488-3364
0531	Deerlake Middle 9902 Deerlake W., 32312	922-6545		0451	Fairview Middle 3415 Zillah St., 32301	488-6880
0222	Griffin Middle 800 Alabama St., 32304	488-8436		1201	Montford Middle School 5789 Pimlico Drive, 32309	922-6011
0092	Raa Middle 401 W. Tharpe St., 32303	488-6287		0291	Nims Middle 723 W. Orange Ave., 32310	488-5960
1141	Chiles High 7200 Lawton Chiles Lane, 32312	488-1756		1151	Swift Creek Middle 2100 Pedrick Rd., 32317	487-4868
0021	Leon High 550 E. Tennessee St., 32308	488-1971		0161	Godby High 1717 W. Tharpe St., 32303	488-1325
0051	Rickards High 3013 Jim Lee Road, 32301	488-1783		1091	Lincoln High 3838 Trojan Trail, 32311	487-2110

**District School and Site Listing
Attachment X
RFP 492-2022
Data Cabling Equipment and Services (E-Rate)**

0411	Gretchen Everhart 2750 Mission Rd., 32304	488-5785	0204	SAIL High 2006 Jackson Bluff Rd., 32304	488-2468
0191	Ghazvini Learning Center 860 Blountstown Hwy., 32304	488-2087	0361	Lively Technical Center 500 N. Appleyard Dr., 32304	487-7555
0361	Lively Aviation Center 3290 Capital Circle SW, 32310	488-2461			
District Facilities					
Site Name		Site Address		Phone	
Purchasing Dept.		3397 W. Tharpe St., 32303		488-1206	
Property Management Warehouse		3374 W. Tharpe St. 32303		922-0657	
Aquilina Howell Center		3955 W. Pensacola St., 32304		487-7893	
Main Transportation Facility		440 Capital Circle N.W., 32304		488-2636	
Transportation Bus Compound		536 Appleyard Drive, 32304		488-7572	
Nutrition Service and Central Kitchen		3397 W. Tharpe St., 32303		488-7426	
Main Administration Complex		2757 W. Pensacola St., 32304		487-7100	
Early Childhood Development Center		500 N. Appleyard Dr., 32304		922-2099	
Technology & Information Services		520 S. Appleyard Drive, 32304		488-7530	
Warehouse		3360 W. Tharpe St., 32303		922-0657	
Adult & Community Education		283 Trojan Trail, 32311		922-5343	
Transportation Bus Compound		3601 Conner Blvd., 32311		922-6701	
Transportation Bus Compound		601 Paul Russell Rd., 32301		922-6727	
Academic Resource Center		526 Appleyard Dr., 32304		487-1957	
Facilities and Maintenance		3420 W. Tharpe St., 32303		617-1777	
Bloxham Building		727 South Calhoun St., 32301		561-6563	