



**School Board of Leon County, Florida
District Term Contract
DTC-25-1002**

Internet Service Provider

This Contract is between the School Board of Leon County, a public school district within Leon County, Florida, with offices at 2757 West Pensacola Street, Tallahassee, FL 32304 (District), and Crown Castle Fiber, LLC, located at 8517 Southpark Circle, Suite 150, Orlando, Florida 32818. The District and Contractor are collectively referred to herein as “Parties,” and individually as a “Party.” All capitalized terms shall have the meaning assigned to them in the Contract unless otherwise defined here.

The Contractor responded to the District’s Request for Proposals, No: RFP 250-2024, Internet Service Provider. The District has accepted the Contractor’s Proposal and enters into this Contract in accordance with the terms and conditions of RFP 250-2024, Internet Service Provider.

Accordingly, and in consideration of the mutual promises contained in the Contract, the Parties agree as follows:

I. Scope of Work

The services and/or commodities to be provided by the Contractor pursuant to this Contract are defined in RFP 250-2024, Internet Service Provider, and all Addenda which are referenced and incorporated herein as Exhibit A. The Contractor’s proposal is attached as Exhibit B and the Contractor’s Cost Proposal is attached as Exhibit C

After the execution of this contract, the Parties will mutually agree on an implementation plan, with full implementation to begin no later than July 1, 2024.

The District and Contractor agree that any additional provisions or requirements that further define or adjust the scope of work must be mutually agreed upon and incorporated by a formal Amendment to this Contract signed by both parties as prescribed in Section V.

II. Contract Term

The initial term of the Contract is for two (2) years. The initial Contract term shall begin on July 1, 2024, or on the last date on which it is signed by all Parties, whichever is later.

III. Renewal Terms

The District and the Contractor may renew the Contract in whole or in part, for a renewal term not to exceed three (3) years, or portions thereof, upon mutual agreement of the Parties as set forth in the Contract.

IV. Contract

This Contract, together with the following attached documents (Exhibits), sets forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All Exhibits attached to this Contract are incorporated in their entirety and form as part of this Contract. The Contract has the following Exhibits:

- a) Exhibit A: RFP 250-2024 Internet Service Provider and all Addenda
- b) Exhibit B: Crown Castle Fiber, LLC, response to RFP 250-2024, Internet Service Providers
- c) Exhibit C: Crown Castle Fiber, LLC, cost proposal

In case of conflict, the documents shall have priority in the order listed:

- a) The District Term Contract;
- b) Exhibit A: RFP 250-2024 Internet Service Provider and all Addenda
- c) Exhibit B: Crown Castle Fiber, LLC, response to RFP 250-2024, Internet Service Providers
- d) Exhibit C: Crown Castle Fiber, LLC, cost proposal

V. Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both Parties, except changes to Section VII., below.

Notwithstanding the order listed in Section IV, amendments issued after Contract execution may expressly change the provisions of the Contract. If an amendment expressly alters the Contract, then the most recent amendment will take precedence.

VI. Contract Notices

Contract notices may be delivered by email to the Contractor's designated contact person as prescribed in Section VII.

VII. Contract Management

The District employee who is primarily responsible for maintaining the Contract Administration file is:

Shelly Kelley, Contract Administrator
Office of the General Counsel
Leon County Schools
3397 West Tharpe Street
Tallahassee, FL 32303
Telephone (850) 488-1206
Email: kelleys2@leonschools.net

The District's Contract Manager is:

Dale Joiner, Director, Technology & Information Services
520 S. Appleyard Dr.
Tallahassee, FL 32304
850-487-7379
Email: joinerd@leonschools.net

The District may appoint a different Contract Administrator or Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. Any communication to the District relating to the Contract shall be addressed to the District's Contract Manager, or designee.

The Contractor has assigned the following individual(s) to serve as the designated contact person for this Contract:

Primary Contact:

Bob Helmick, Account Executive
8517 Southpark Circle, Suite 150
Orlando, Florida 32818
Telephone: 407-844-8612
Email: Bob.Helmick@crowncastle.com

All questions and customer service issues concerning this Contract shall be directed to the Contractor's designated contact person(s), above. It will be the designated contact person's responsibility to coordinate with necessary District personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the District's Contract Manager, or designee, if a new employee is designated as the contact person for this Contract.

VIII. Termination

A. Termination for Convenience

This Contract may be terminated by either Party at will upon no less than 30 calendar days' written notice, unless a shorter period of time is mutually agreed upon by both Parties. The Board's sole obligation shall be to reimburse the Contractor for those goods or services shipped and accepted by the Board up to the date of termination, and costs incurred by the Contractor for unfinished goods, which are specifically manufactured for the Board and which are not standard products of the Contractor, as of the date of termination. In no event shall the Board be responsible for the loss of anticipated profit. 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.

B. Termination for Cause

If a breach of this Contract occurs by the Contractor, the District may terminate the Contract for cause. The District may choose to provide, at its exclusive option, an opportunity for the Contractor to cure the breach for cause within 30 calendar days upon written notice of the deficiency by the District. Any breach of this Contract which is still left uncured by the Contractor after the District has elected to provide 30 calendar days to cure (remedy) the breach, may result in the District's termination of this Contract upon 24 hours written notice by the District. If the District does not elect to afford an opportunity for the Contractor to cure a breach (e.g. instances of egregious Contractor conduct or other Contractor actions which may be harmful to the District), the District may immediately terminate this Contract for cause, upon 24 hours' written notice to the Contractor, as described in this section. 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.

C. Termination for Unauthorized Employment

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

D. 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.

E. 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.

IX. Assignment

The Contractor shall not sell, assign, or transfer its responsibilities or interests under this Contract to another party without prior written approval of the District's Contract Manager, or designee. The District shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency or special district of the State of Florida upon providing written notice to the Contractor.

X. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the District's Contract Manager, or designee, enter into written subcontract(s) for performance of certain obligations under this Contract. No subcontract shall relieve the Contractor of any responsibility for the performance of its contractual duties. All payments to subcontractors shall be made by the Contractor.

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 this Contract. All subcontractors are subject to the same background check requirements as are referenced in Exhibit A.

XI. Price Adjustments

Any price decrease effectuated during the Contract period by reason of market change or special sales offered to other customers shall be passed on to the District. This shall also apply to all in-place equipment on a rent or lease plan. Price increases are not accepted, unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term. The District may, at its sole discretion, review a request from the Contractor for an equitable adjustment in Contract pricing if pricing or supply availability is

affected by extreme or unforeseen conditions in the marketplace, outside of the Contractor's control. Requests shall be submitted to the District's Contract Manager along with justification and backup information, as necessary, such as a letter from a manufacturer regarding price increases. The District will consider the request and respond within 30 days. The Contractor shall continue to fill orders at the current Contract pricing until a decision has been made.

XII. Additions/Deletions

During the term of the Contract, the District reserves the right to add or delete the number of commodities or services, when considered to be in its best interest. Pricing shall be comparable to amounts awarded.

XIII. Other Conditions

A. Public Records

The Contractor agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the Board 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 Florida Statute; (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 Board; and (d) upon completion of the Contract, transfer, at no cost to the Board all public records in possession of the Contractor, or keep and maintain public records required by the Board to perform contractual obligations. If the Contractor transfers all public records to the Board upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, then the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request, in a format that is compatible with its information technology systems. The Board may unilaterally terminate the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made, or received by the Contractor in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S. Additionally, the Contractor may be subject to penalties under Section 119.10, F.S.

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

**Leon County Schools
ATTN: Julie Jernigan
2757 West Pensacola Street
Tallahassee, Florida 32304
Telephone: (850) 487-7177
Email: jerniganj@leonschools.net**

B. Disputes

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

C. Notices

All notices required or permitted by this Contract shall be given in writing and by hand-delivery or email to the respective Parties. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Both Parties may change their contact information and Contract Manager by written notice given to the other Party as provided above.

D. Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the District under this Contract. At a minimum this coverage shall include general liability coverage no less than \$1 million per occurrence and \$2 million in aggregate. Upon the execution of this Contract, the Contractor shall furnish the District's Contract Manager, or designee, written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The District reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, F.S., the Contractor shall furnish the District, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any Party's liability beyond that provided in Section 768.28., F.S.

E. Employee Status

This Contract does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the District and Contractor are independent contractors under this Contract and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

F. Force Majeure

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption or 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.

G. Available Funding

The District's performance and obligation to pay for goods and services under this Contract are contingent upon available annual funding. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

H. Scrutinized Companies Contractor Certification

The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to 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's, (not including renewal years), the Contractor 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 pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the District may immediately terminate the resulting Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor 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 resulting 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 goods or services, of any amount, must certify that the company is not participating in a boycott of Israel.

I. 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.

J. Use by Other Public Agencies

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

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

K. 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 shall be Leon County, Florida.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
CROWN CASTLE FIBER, LLC

Lonnie Maier

Authorized Representative

Managing Director, South Region

Title

04/19/2024

Date

SCHOOL BOARD OF LEON COUNTY, FL

Rosanne Wood

Rosanne Wood, Board Chair

4/23/2024

Date

Rocky Hanna

Rocky Hanna, Superintendent

4/23/2024

Date

Exhibit A - RFP 250-2024



ADDENDUM #002 RFP 250-2024 Internet Service Provider

Date: January 8, 2024

Solicitation: RFP 250-2024 Internet Service Provider

Proposals Due: January 12, 2024, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, 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, Florida Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the RFP is highlighted in yellow, while deleted language has been stricken.

Change #1:

Revises Timeline:

Sealed Proposals Due and Opened	January 9 11 12, 2024, at 2:00 pm EST	Submit to: Leon County Schools Purchasing Department Attn: June Kail, Procurement Officer RFP 250-2024 Internet Service Provider 3397 W. Tharpe Street Tallahassee, FL 32303* <small>*Also, the location for the Response Opening</small>
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**ADDENDUM #001
RFP 250-2024
Internet Service Provider**

Date: December 18, 2023

Solicitation: RFP 250-2024 Internet Service Provider

Proposals Due: January 9, 2024, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, 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, Florida Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the RFP is highlighted in yellow, while deleted language has been stricken.

Change #1:

Revises Section 2.6

The Successful Proposer will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. The Successful Proposer shall respond to any outage within two (2) hours and a four (4) with a six (6) hour restoration of service.

This Addendum provides the Board's written answers to the timely written questions received.

Question	Answer
1. Will Leon County Schools accept a 6 hour to restore response? "The Successful Proposer shall respond to any outage within two (2) hours and a four (4) hour restoration of service."	Please refer to Change #1.
2. We would like to request that Leon County Schools submit a request for pricing through the State of Florida Suncom CSAB portal as an alternative quote, that can be evaluated. This would allow for the utilization of SCS, State of Florida Contract # DMA-17/18-004A, pursuant to Category: Additional Services.	The District will consider Proposals submitted per Section 1.4 of the RFP.

Request for Proposals (RFP)



Internet Service Provider

RFP 250-2024

RFP Released: November 28, 2023

Deadline for Questions*: December 11, 2023

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

June Kail

Procurement Officer

Leon County Schools

Purchasing Department

3397 West Tharpe Street

Tallahassee, Florida 32303

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

RFP Timeline

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

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SECTION 1: Key information



1.1 Quick Facts

The School Board of Leon County, Florida (hereinafter referred to as the “District”) is requesting sealed proposals to identify qualified and experienced telecommunication service providers.

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

The District has certified FCC Form 470 Application # 240003624

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



1.2 Proposer Qualifications

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

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



1.3 How to Contact Us (Procurement Rules and Information)

- a. All questions related to this RFP must be made in writing via email to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District's website at <https://www.leonschools.net/Page/4411>, DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/> , and on the E-Rate Productivity Center at <https://forms.universalservice.org/portal/>
- c. Between the release of the solicitation and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Proposers to this RFP or persons acting on their behalf may not contact any employee or officer of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or directed by the District. Violation of this provision may be grounds for rejecting a Proposal.
- d. Any person requiring special accommodations responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206 at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).
- e. **The District's Procurement Officer**
Name: June Kail, Director-Purchasing, Warehouse & Property Mgt.

Purchasing Department
Leon County Schools
3397 W. Tharpe Street
Tallahassee, FL 32303
Telephone: (850) 488-1206
Email: purchasing@leonschools.net
- f. The Proposer shall not initiate or execute any decision or action arising from any verbal discussion with any District employee related to this RFP (see Section 2.2). Only written communications from the District's Procurement Officer and formal addendums are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Proposer are recognized as duly authorized expressions on behalf of the Proposer.



1.4 Developing Your Proposal

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

-
- b. Proposers should take the time to read and understand the RFP. In particular, they should:
 - 1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
 - 2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
 - 3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
 - c. Proposers should prepare a clear and concise Proposal, avoiding complicated jargon and thoroughly describing their ability to meet the expectations of the District.
 - d. Proposers must follow the format and instructions included in this RFP for their Proposal submittal.
 - e. Proposals that contain provisions that are contrary to the material requirements of this RFP are not permitted. Including alternate provisions or conditions may result in the Proposal being deemed non-responsive to the solicitation.
 - f. Proposers must use the Cost Proposal Form, Attachment I, to submit pricing. Proposers shall not change or substantially alter the form but fill it out completely, as instructed in Section 3.2 of this RFP.
 - g. Proposers should thoroughly review their Proposal before submission to ensure the Proposal is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.
 - h. The District is not liable for any costs incurred by a Proposer while responding to this RFP, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
 - i. Proposers are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.
 - j. The District shall reject any and all Proposals that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Proposal rejected for failure to meet these requirements will not be evaluated further:
 - 1. The Proposer's Proposal shall demonstrate that it has a minimum of five (5) years' experience as an Internet Service Provider (ISP) for commercial, industrial, and institutional customers.
 - 2. The Proposer must confirm they have a permanent place of business and adequate resources to perform the services contemplated by this RFP;
 - 3. The Proposer must meet all federal E-Rate requirements and not be in Red-Light status;
 - 4. The Proposal must demonstrate experience as an ISP to at least three (3) customers of similar scope and size;
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5. The Proposer must confirm that all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services, including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.);
 6. The Proposer shall complete and submit Attachment I, Cost Proposal; Attachment II, Required Provisions Certification; Attachment III, Notice of Conflict of Interest; and Attachment V, Proposers' References.
-



1.5 Submitting Your Proposal

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



1.6 Proposal Opening

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



1.7 Disposition of Proposals

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



1.8 Changes to the RFP

The District will post all addenda and materials relative to this procurement on the District’s Purchasing website at <https://www.leonschools.net/Page/4411> , on DemandStar at <https://www.demandstar.com/app/agencies/florida/leon-county-schools-purchasing-department/procurement-opportunities/ed9224e2-7a4c-4013-91a2-56aa6ed77478/>, and on the E-Rate Productivity Center at <https://forms.universalservice.org/portal/>

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



1.9 Protest Procedures

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

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

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SECTION 2: Scope of Work

2.1 Background

The District and the School Board were created under Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials, following relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for the adoption of policies that govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District provides a standard, traditional curriculum to a student body of approximately 33,000 students ranging from pre-kindergarten through the 12th grade. LCSB also provides adult education at a variety of facilities during regular and non-school hours. In addition to the standard curriculum, LCSB offers a variety of specialized technical training programs for the higher-grade levels. LCSB operates 48 schools, including elementary (K-5), combination (K-8), middle schools, high schools, and a technical college.

2.2 Procurement Overview

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

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

2.3 Contract Term

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

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

2.4 Scope of Work

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

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

2.4.1 Internet Connectivity Requirements

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

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

2.4.2 Scalability

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

2.4.3 Site Addition/Deletions

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

2.4.4 Seasonal Scalability

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

2.5 Quality of Service

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

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

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

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

2.6 Service Level Agreement

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

2.61 Trouble Reporting and Response

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

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

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

2.62 Service Outage Credit Schedule

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

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

2.63 Personnel

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

2.7 Technical Support

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

2.8 Warranties

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

2.9 Pricing

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

2.10 E-Rate Program

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

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

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

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SECTION 3: Procurement Rules and Information

3.1 Contents and Format of Proposal Submittals

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

a. TAB A Overview

1. Cover Letter

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

2. Executive Summary

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

3. Financial Interest

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

b. TAB B Experience and Organization

1. References

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

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

2. Firm Overview:

The following items must be included in this section:

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

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

3. Staffing Plan

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

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

c. TAB C Service Area Detail

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

1. Service Provisions

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

d. TAB D Required Forms

Proposers shall complete the following forms:

1. The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;

2. Completed Application for Vendor Status*, and associated forms www.leonschools.net/Page/693 ;
3. Attachment III, Notice of Conflict of Interest
4. Attachment IV, Proposer Contact Information
5. Attachment V, Proposer's Reference Form
6. Attachment VI, Local Preference Affidavit (if applicable)
7. Attachment VII, Subcontracting Form (if applicable)
8. Attachment VIII, Drug-Free Workplace Certification (if applicable)
9. Attachment IX, Certification Regarding Debarment
10. Attachment X, Certification Regarding Lobbying
11. Attachment XI, E-Rate Supplemental Terms

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

3.2 Cost Proposal Submittals

Each Proposer shall complete and submit the Cost Proposal Form provided in Attachment I, indicating pricing for the equipment and services as detailed. The Cost Proposal Form shall NOT be included in the Proposer's Technical Reply. The Cost Proposal Form shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Proposer's Technical Replies; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Respondent's Reply, actual pricing shall only be included in the Cost Reply. The inclusion of price information in the Technical Reply may result in finding the Reply non-responsive.

3.3 Proposal Evaluation and Criterion

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

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

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

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

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

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

Where:

N = Lowest Price received by any Proposal

X = Vendor's Proposed Price

Z = Total Cost Points Awarded

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

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

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

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

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

3.4 Advertising Notice of Board Decision

A Contract will be awarded to the responsive and Responsible Vendor(s) who receive the highest Final Score, considering price and other requirements as set forth in Section 3.3. The District reserves the right to award one (1) or more Contracts, in whole or in part, for the services sought in this RFP. The District reserves the right to accept or reject any and all offers or separable portions and to waive any Minor Irregularity, technicality, or omission if the District determines doing so will serve the best interest of the Board. While the Board will encourage use by all District departments, the Contract(s) is not an exclusive agreement, and the Board may secure the same or similar goods and services from other vendors in accordance with applicable procurement laws, rules, and policies.

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

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

3.5 No Prior Involvement and Conflicts of Interest

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

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

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

3.6 Confidentiality, Proprietary, or Trade Secret Material

The District takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution very seriously. If the Proposer considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Proposer must also simultaneously provide the District with a separate redacted copy of its Proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Proposer on the cover and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Proposer submits its Proposal to the solicitation and must only exclude or redact those exact portions that are claimed confidential, proprietary, or trade secret. The Proposer shall be responsible for defending its

determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Proposer shall protect, defend, and indemnify the District for any and all claims arising from or relating to the Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Proposer fails to submit a Redacted Copy with its Proposal, the District is authorized to produce the entire documents, data, or records submitted by the Proposer in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents be liable for disclosing or otherwise failing to protect the confidentiality of information submitted in response to this solicitation.

3.7 Small Business Participation

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

3.8 Local Business Preference

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

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SECTION 4: Contract Terms and Conditions

4.1 Contract Modifications

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

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

4.2 Use by Other Public Agencies

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

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

4.3 Travel Expenses

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

4.4 E-Verify

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

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

4.5 Subcontracts

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

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

4.6 Background Screening Requirements/Jessica Lunsford Act

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

District Contact

Donald Kimbler

Leon County Schools Safety & Security

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

Phone: (850) 487-7293

Email: kimblerd@leonschools.net

4.7 Insurance

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

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

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

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

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

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

4.8 Copyrights, Right to Data, Patents, and Royalties

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

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

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

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

4.9 Independent Contractor Status

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

4.10 Contact with Students

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

independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

4.11 Assignment

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

4.12 Force Majeure

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

4.13 Severability

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

4.14 Reservation of Rights

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

4.15 Americans with Disabilities Act

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

4.16 Employment of District Personnel

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

4.17 Legal Requirements

The applicable provisions of all federal, state, county, and local laws and all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all Proposals received in response to this RFP and shall govern any and all claims and disputes which may arise between a person(s) submitting a Proposal hereto and the Leon County School Board, by and through its officers, employees and

authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

4.18 Conflict of Law and Controlling Provisions

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

4.19 Default

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

4.20 Termination

4.20.1 Termination at Will

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

4.20.2 Termination for Cause

Performance issues will be handled per Section 2.12 of the RFP. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

4.20.3 Termination for Unauthorized Employment

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

4.20.4 Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

4.20.5 Contract Termination Requirements

If at any time, the Contract is canceled, terminated, or otherwise expires, and a Contract is subsequently executed with a contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes but is not limited to,

the timely provision of all Contract-related documents, information, and reports not otherwise protected from disclosure by law to the replacing party.

4.21 Public Records

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JULIE JERNIGAN, AT jerniganj@leonschools.net, (850)487-7363, 520 S. Appleyard Dr., Tallahassee, FL 32304.

4.22 Indemnification

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

4.23 Disputes

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

4.24 Federal Terms and Conditions

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

- a. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, contractors, and subcontractors must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. This applies to all construction contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3.
- b. Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, contractors, and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as Bacon Act (2 CFR Part 200.326(D)): All vendors, contractors, and subcontractors must comply with supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and subgrants for construction or repair.
- c. Davis- the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.
- d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, contractors, and subcontractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). This applies to all applicable contracts awarded by the District and sub-grantees in excess of \$100,000 that involve the employment of mechanics or laborers.
- e. Access to Records (2 CFR Part 200.336): All vendors, contractors, and subcontractors shall give access to the School Board of Leon County, the appropriate Federal agency, the Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the vendor which is directly pertinent to this specific solicitation for the purpose of making audit, examination, excerpts, and transcripts.

- f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. This applies to Federal awards meeting the definition of “funding agreement” under 37 CFR §401.2(a), and the recipient or subrecipient wishes to enter into a contract with a small business Contractor or non-profit organization.
- g. Clean Air Act (2 CFR 200.326(G)): All vendors, contractors, and subcontractors must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts, and subgrants for amounts in excess of \$150,000.
- h. Energy Efficiency (2 CFR 200.326(H)): All vendors, contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- i. Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.
 - 1. The prospective lower tier participant certifies, by submission and signature of this Proposal, that neither it, nor its principals, its agents, or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.
- j. Anti-Lobbying Certification (2 CFR Part 220.326(J)): Certification regarding the use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to vary at or above \$100,000.
 - 1. The Contractor certifies, by submission and signature of their Proposal, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - 2. Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose the same.
- k. Procurement of recovered materials (2 CFR §200.322): The non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This applies to items where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeds \$10,000.

- I. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

4.25 Anti-Discrimination

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

4.26 Discriminatory Vendor List

Per the provisions of 287.134(2)(a), F.S., “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.” The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer nor its principal Vendor, agent or representative is presently on the discriminatory vendor list or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

4.27 Public Entity Crime & Convicted Vendor List

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

4.28 Scrutinized Companies Certification

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

Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Proposal for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

4.29 Vendor Interests

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

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SECTION 5: Definitions

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

Adjacent County	Any private independent vendor whose county abuts Leon County and has been licensed at least six (6) months preceding the bid or proposal opening, as required by local, State, and Federal law, to provide the goods and services to be purchased.
Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and District-observed holidays.
Contract	The written agreement entered by the Board and Contractor(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
Contract Manager	The District representative, or their designee, whose responsible for oversight of the resulting Contract, including performance monitoring and certification of invoices for payment.
District/Board (LCSB)	Leon County School District, with the Leon County School Board serving as the Governing Board and contracting entity
Mandatory Responsiveness Requirements	Terms, conditions, and requirements that must be met by the Proposer to be considered responsive to this solicitation.
Material Deviation(s)	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Proposer over other Proposers, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
Minor Irregularity	A variation from the requirements herein that does not give the Proposer a substantial competitive advantage or benefit not enjoyed by other Proposers and does not adversely impact the interests of the District.
Proposer	A legally qualified corporation, partnership, or other business entity that submits a Proposal to the District in response to this RFP. This term differs from suppliers, which refers to the marketplace at large.
Responsible Proposer	A Proposer who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Proposal	A Proposal submitted by a Responsible Proposer which conforms to all material aspects of this RFP.
Service Provider Identification Number (SPIN)	A SPIN is a unique nine-digit number assigned to service providers by USAC when an FCC Form 498 is filed. This number is also known as the service provider's 498 ID. A vendor may have more than one if the business units are separated by state, type of service, or for other reasons. One SPIN/498 ID is required to participate in the Schools and Libraries Program.
Subcontract	An agreement between the Contractor and any other person or organization in which that person or organization agrees to perform any duties on the Contractor's behalf under the Contract. The Successful Proposer is not relieved of its duties under the Contract when it enters a Subcontract.
Successful Proposer(s) or Contractor	The Proposer(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this RFP.

Attachment I
Cost Proposal Form

RFP No. 250-2024 Internet Service Provider

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

Vendor Acknowledgment

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

Company Name

FEIN

Authorized Representative Name (Printed)

Authorized Representative Title

Authorized Representative Signature

Date

Attachment II
Required Provisions Certifications

1. **Business/Corporate Experience**

This is to certify that the Proposer has:

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

2. **Prime Vendor**

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

3. **Meets Legal Requirements**

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

4. **Business Licensing**

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

5. **Federal Debarment**

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

6. **Conflict of Interest**

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

7. **Statement of No Inducement**

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

8. **Statement of Non-Disclosure**

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

9. **Statement of Non-Collusion**

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

10. **Scrutinized Companies Certification**

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

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

STATE OF FLORIDA _____
COUNTY OF _____ **Authorized Representative (Print)** **Authorized Representative (Signature)**

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

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known ____ OR Produced Identification ____ Type of Identification _____

Attachment III
Notice of Conflict of Interest

Company Name: _____

Solicitation Number: RFP 250-2024

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board. Proposers shall complete either Section 1 or Section 2.

Section 1

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

Authorized Representative (Signature)

Authorized Representative (Print)

Section 2

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

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

Authorized Representative (Signature)

Authorized Representative (Print)

Attachment IV
Proposer Contact Information

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

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

_____	_____	_____
Company Name	Authorized Representative (Signature)	Date
_____	_____	
FEIN #	Authorized Representative (Printed)	

Attachment V
Proposer's Reference Form

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

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

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2023. References shall not be given by:

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

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

Proposer's Reference Form

Reference #1

Proposer Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ Alternate Contact Person: _____

Primary Contact Phone: _____ Alternate Contact Phone: _____

Contract Performance Period: _____ Location of Services: _____

Brief description of the services performed for this reference:

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

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ OR Produced Identification ☐ Type of Identification _____

Proposer's Reference Form
Reference #2

Proposer Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ Alternate Contact Person: _____

Primary Contact Phone: _____ Alternate Contact Phone: _____

Contract Performance Period: _____ Location of Services: _____

Brief description of the services performed for this reference:

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

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ OR Produced Identification ☐ Type of Identification _____

Proposer's Reference Form

Reference #3

Proposer Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ Alternate Contact Person: _____

Primary Contact Phone: _____ Alternate Contact Phone: _____

Contract Performance Period: _____ Location of Services: _____

Brief description of the services performed for this reference:

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

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ OR Produced Identification ☐ Type of Identification _____

Attachment VI
Local Preference Affidavit

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

The Proposer affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

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

Proposer Name: _____

Address: _____

County of Location: _____

Phone to Local Location: _____

Email: _____

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

Is your business certified as a small business enterprise through Leon County Schools? _____

STATE OF FLORIDA

COUNTY OF _____

Authorized Representative (Print)

Authorized Representative (Signature)

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

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ OR Produced Identification ☐ Type of Identification _____

Attachment VII
Subcontracting Form

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

Complete a separate sheet for each subcontractor.

Prime Proposer Name: _____

Type/Description of Goods or Service Subcontractor will provide:

Subcontractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email address: _____

Currently Registered as a Small Business Yes _____ No _____
with Leon County Schools?

Local Proposer? Yes _____ No _____

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

Attachment VIII

Drug-Free Workplace Certification

The undersigned Proposer, in accordance with Florida Statute 287.087, hereby certifies that.

_____ does:

Name of Business

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

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

Signature of Authorized Officer _____

Date _____

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

Lower Tier Covered Transactions

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

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

(Read instructions on page two before completing certification.)

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

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

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

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

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

Instructions for Certification

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

Attachment X
Certification Regarding Lobbying
For Contracts, Grants, and Cooperative Agreements

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

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

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

By _____

Date: _____

(Signature of Official (Executive Director) Authorized to Sign Application)

By _____

Date: _____

(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____

Name of Grantee

Title of Grant Program

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 USC 1352

1. Type of Federal Action

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

2. Status of Federal Action

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

3. Report Type

- ☐ a. Initial filing
☐ b. Material changes

For a material change only:

Year: Quarter:

Date of last report:

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee ☐ Tier *if known*

Name:

Street:

City/State/ Zip

Congressional District, *if known*

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

Name:

Street:

City/State/ Zip

Congressional District, *if known*

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*

8. Federal Action Number, *if known*

9. Award Amount, *if known*

10. a. Name and Address of Lobbying Registrant: *if individual, last name, first name, MI*

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

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

Signature:

Print Name:

Title:

Telephone No:

Date:

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number

Attachment XI

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

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

Signature: _____ Title: _____

Phone Number: _____ Email: _____

Service Provider Name: _____

1/9/2024

Internet Service Provider

Prepared for: Leon County Schools

RFP Number: 250-2024

Proposal submitted by: Crown Castle Fiber LLC

Bob Helmick
Enterprise Account Executive
Crown Castle
Orlando, Florida
(407) 844-8612
Bob.Helmick@crowncastle.com

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Internet Service Provider

TAB A - Overview

Cover Letter



Crown Castle
8020 Katy Freeway
Houston, TX 77024

Cover Letter

January 4, 2024

June Kail, Procurement Officer
Leon County Schools
Purchasing Department
3397 West Tharpe Street
Tallahassee, Florida 32303
Email: purchasing@leonschools.net

Re: Internet Service Provider

Dear Mrs. Kail,

Crown Castle Fiber LLC, a wholly owned subsidiary of Crown Castle Inc., owns and operates more than 40,000 cell towers and 80,000 fiber route miles, supporting small cells and fiber-based solutions across the US. We have 25 years of experience building and maintaining the communications infrastructure behind the world's most revolutionary technologies. Our comprehensive portfolio of towers, small cells, and fiber provides communities access to essential data, technology, and wireless services.

We partner with schools, banks; wireless carriers; technology companies; wholesale providers; federal, state, and local municipalities; and others to design and deliver unique infrastructure solutions. As devices come online and advancements like 5G are deployed, Crown Castle's towers, small cells, and fiber assets provide the connectivity to make these transformative technologies possible. We work with customers to build solutions and set the stage for tomorrow's innovations.

The Crown Castle network offers unparalleled local density and route diversity. We're also one of the only fiber providers that can operate in the power space with diverse power line routes throughout most of our footprint. This makes it possible for customers to have diverse routing for mission critical services. Crown Castle offers our customers a complete suite of fiber-based networking solutions, including Dark Fiber, Wavelengths, Ethernet, Internet Access, Cloud Services, Collocation, and Video. We also provide DAS, Small Cell, Fixed Wireless and CBRS solutions.

Crown Castle agrees to provide Internet Access services as stated in the RFP and in this RFP response.

Very truly yours,

A handwritten signature in black ink that reads 'Liza Brown'.

Liza Brown
Sales Engineer, Complex Solutions
Crown Castle

Executive Summary

Company Profile

Crown Castle Fiber LLC, the bidding entity here, is a wholly owned subsidiary of Crown Castle Inc., an S&P 500 company that is dedicated to long-term ownership and operation of communications infrastructure. Crown Castle owns and operates approximately 40,000 cell towers and 80,000 route miles of fiber supporting small cells and fiber solutions across every major US market. This nationwide portfolio of communications infrastructure connects cities and communities to essential data, technology and wireless service – bringing information, ideas and innovations to the people and businesses that need them. Custom built networking solutions tailored to specific customer needs enable the highest levels of diversity, security, and protection

Crown Castle provides Internet Services to many school districts nationally and can support the needs of Leon County Schools. Crown Castle has the capability to comply with all the terms and conditions of the RFP. Please note legal exceptions have been included with the response.

Your District, Our Expertise

Today's modern classrooms and libraries use advanced technologies and applications that require high-performing network solutions. As a long-standing E-rate partner across every major US market and connectivity to more than 500 school districts and libraries, we have a depth of experience and expertise you can count on. And with our broad range of both lit and dark fiber solutions, we are in the best position to help you build and maintain exactly the network you need today and in the future.

Why Crown Castle?

Expertise:

- We are a certified E-rate Program Provider with experience implementing and managing both lit and dark fiber solutions for K-12 schools.

Consultation:

- We take the time to carefully consider all your needs and deliver a solution that meets your business requirements and opens up new opportunities.

Service:

- We have locally based service teams who are available to you whenever you need them, and with our around-the-clock Network Operations Center, you can be sure your network will always be in good hands.

Streamlined solution:

- With a single point of contact, you'll always know who to reach out to for all of your network needs.

Internet Service Provider

Financial Interest

To the best of our knowledge there are no board/district employees or official that have a material financial interest in Crown Castle.

TAB B - Experience and Organization

References

References have been provided in Tab D

Firm Overview

Crown Castle is a fiber solutions provider with a 25-year history of owning and operating communications infrastructure across the country. We work closely with our customers to build a solution that allows them to run their organizations today, while setting the stage for tomorrow's most transformative innovations. Through organic growth, strategic mergers and acquisitions, and an unwavering commitment to customer support and satisfaction, Crown Castle has positioned itself as a top provider of mission critical networking and broadband services utilizing end-to-end fiber connectivity.

Crown Castle's network also offers unparalleled local density and route diversity. Crown Castle is also proud to be one of the only fiber providers who can operate in the power space and diverse power line routes throughout most of our footprint. This makes it possible for customers to have diverse routing for their mission critical services. Crown Castle offers customers a complete suite of fiber-based networking solutions including Dark Fiber, Ethernet, Wavelengths, SONET, Video, Internet Access, Collocation, DDoS, SD-WAN Fixed Wireless, and Managed Security.

Crown Castle is committed to providing exceptional support and care to customers while ensuring industry-leading levels of service and reliability for their networks. At a time when the fiber industry is going through great changes, we're committed to being a dependable, stable partner that you can count on today, tomorrow, and for many years to come. Since we own our entire fiber network, we are directly invested in its integrity and can provide faster response times and issue resolution.

Crown Castle continually receives the highest marks and reviews in the industry for our operations and customer support. Since 2009, Atlantic-ACM has ranked us first in the industry in categories including Network Performance, Provisioning, and Customer Service.

From time to time, Crown Castle Fiber LLC is involved in routine legal proceedings, but none that are material to the company's daily operations. As such, Crown Castle Fiber LLC does not provide its customers with a list of outcomes or details pertaining to litigation, claims, settlements, arbitrations or investigations. Crown Castle Fiber LLC is not involved in any pending litigation, claims, settlements, arbitrations or investigations that would materially affect its ability to provide services in accordance with any contract ultimately negotiated by and among the parties.

E-Rate Expertise

E-rate, the schools and libraries Universal Service support mechanism, provides discounts to assist eligible schools and libraries in the United States in obtaining affordable telecommunications and internet access solutions. With participation in the E-rate program for over 20 years and dedicated E-rate personnel, we are experts in the field aiding our customers to participate in the program through a seamless process. One of Crown Castle's prime missions is to provide fiber-based WAN services for academic institutions through this E-rate program. Crown Castle currently serves over 500 educational institutions and is among the top 10 service providers across the country for E-rate funding.

Bidding entity: Crown Castle Fiber LLC

SPIN (498 ID) # 143005274

FCCRN # 0006-2544-03

Green Light Status

FRN Financial

Manage FRNs

Show entries

FRN	FRN Name	Red Light Status
0006254403	Crown Castle Fiber LLC	Green Light

Showing 1 to 1 of 1 entries (filtered from 12 total entries)

[Go Back](#)

[View/Make Pay](#)

Subcontractors

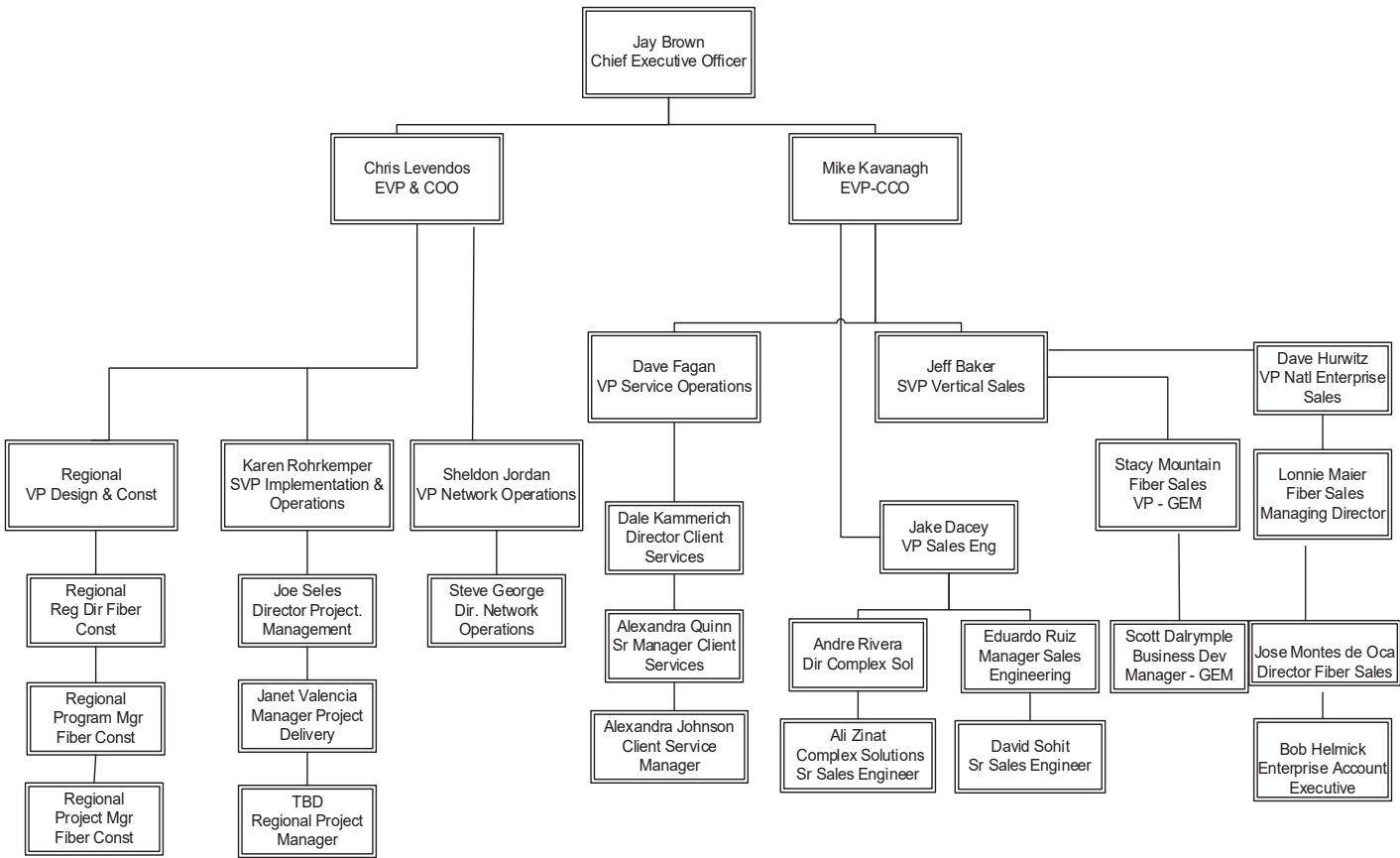
CCF cannot, at this time, provide a list of subcontractors contemplated being used on this project or their respective experience or qualifications. CCF selects subcontractors prior to the work being commenced based upon, among other things, the type and complexity of work, subcontractor availability and CCF's recent experience with its subcontractors. If the project is awarded to CCF, it will provide to the District a list of contemplated subcontractors as well as their experience and qualifications upon the District's request. All payment procedures to CCF's subcontractors, including timing and any penalties related to such timing, will be in accordance with the Definitive Agreement. Similarly, CCF has not yet selected staff that would be working on this project, because, in the normal course of its business, CCF would do so after being awarded the project. If the project is awarded to CCF, it will provide to the District its contemplated staffing plan as well as the staff's experience and qualifications upon the District's request.

Staffing Plan

Crown Castle will provide Leon County Schools with a dedicated account team that will support the newly proposed solution from Point of Sale and through Implementation. Key team members may include:

- Fiber Sales Director, Enterprise – Jose Montes de Oca
- Manager Fiber Enterprise Sales – Thomas Defeo
- Enterprise Account Executive – Bob Helmick
- Fiber Sales VP, Government & Education – Stacy Mountain
- Business Development Manager – Scott Dalrymple
- Sales Engineering Director – Mike Piazzisi
- Senior Sales Engineer – David Sohit
- Director, Project Delivery – John Shin
- Director Network Client Services – Dale Kammerich
- Complex Solutions – Ali Zinat

Internet Service Provider



Internet Service Provider

Thomas DeFeo, Enterprise Sales Manager

Thomas DeFeo has 7 years with the Crown Castle Fiber and leads our Enterprise Sales Teams in Central, North and Southwest Florida. He is responsible for supporting 400+ clients including many large Government, Education and Healthcare customers across Florida. Prior to his appointment, he served as Enterprise Sales Rep where he was responsible for sales in our Tampa to Naples - west coast Florida markets. Thomas graduated from King's College with a B.S. in Marketing and he has been a Tampa resident since 2007.

David Sohit, Senior Sales Engineer

A highly dedicated Sales Engineer with 20+ years of experience in Enterprise Customer Network design and implementation of IP, Data technologies, Security, switching, routing, Optical services, VOIP and transport networks that provides pre-sales technical solutions for customers across all market segments to create large, individualized network solutions meeting requirements of the company's top customers by acting as a consultative, trusted advisor, balancing goals of quality, feasibility, cost-effectiveness for customers and profitability for the company. David holds an Occupational Technical Associates degree in Electronic Engineering.

Enterprise Account Executive – Bob Helmick

Bob has been an Account Executive with Crown Castle for two years. In this role, he assists large enterprise business and state and local government clients with a presence in the North and Central Florida area with their complex infrastructure needs. Before joining Crown Castle, Bob spent 10 years in sales at CenturyLink.

Contact

www.linkedin.com/in/janet-valencia-346351b (LinkedIn)

Top Skills

Optical Fiber
Telecommunications
Cellular Communications

Languages

English (Native or Bilingual)
Spanish (Native or Bilingual)
French (Limited Working)

Certifications

Six Sigma - Green Belt

Janet Valencia

Service Delivery Manager, FL and GA at Crowncastle
Miami, Florida, United States

Experience

Fibernet Direct
15 years 5 months

Provisioning Manager
February 2017 - Present (6 years 8 months)
Miami,

Sr. Project Manager
May 2008 - February 2017 (8 years 10 months)
Miami

Crown Castle
6 years
Manager, Network Provisioning
2017 - Present (6 years)

Manager, Network Provisioning
January 2017 - 2017 (less than a year)

AT&T
Outside Plant Engineer
January 1999 - May 2008 (9 years 5 months)

Education

Nova Southeastern University
MBA, Business Administration · (2003 - 2005)

Technical University
B.S., Electrical Engineering · (1988 - 1993)

Contact

www.linkedin.com/in/stevemgeorge
(LinkedIn)

Top Skills

T1

Microsoft Exchange
Systems Engineering

Steve George

Director , Network Assurance at Crown Castle at Crown Castle
Boston, Massachusetts, United States

Summary

A Network Operations Director with 10+ years experience in leadership and management of global 24x7 Network Operations teams and engineers. Technologies and services include IP networks, Optical networks, Web Hosting, Network Security, Physical Security, and Voice Over IP services. Proven ability to lead teams that have consistently increased service availability metrics, decreased mean time to resolution, all while reducing overall operating expense through process and systems efficiencies. Known as a technical leader with excellent oral and written skills that can interact with the most technical engineers as well as senior executives.

Specialties: Technical Operations

Process/System Improvements

Leadership

LAN/WAN

Trouble Ticket Automation

Strong team-builder

Network Security

Work Flow Automation

Mergers and Acquisitions

Local Area Networking

Network Detection

Technical Leadership

Ops Science Metrics

Business Continuity/Disaster Recovery

Performance Management

New System Introductions/Upgrades

Event/Change Management

VoIP

Testing and Evaluation (hardware/software)

Employee Training (technical/soft skills)

Experience

Crown Castle

Director , Network Assurance at Crown Castle

August 2019 - Present (4 years 2 months)

Lighttower Fiber Networks

5 years 5 months

Vice President, Network Assurance

September 2015 - August 2019 (4 years)

Boxborough, MA

Director, Network Control Center

April 2014 - September 2015 (1 year 6 months)

EarthLink Business

NOC Director

June 2012 - April 2014 (1 year 11 months)

Burlington, MA

Commonwealth of Massachusetts

Chief Network Architect

May 2011 - June 2012 (1 year 2 months)

Cox Communications

IP NOC Manager

April 2009 - May 2011 (2 years 2 months)

Level3 Communications

5 years 5 months

NOC Director

August 2003 - December 2008 (5 years 5 months)

LEVEL(3) COMMUNICATIONS

Senior Director- Voice NOC , Atlanta, GA

Managed team of 92 technicians and network engineers staffed across the US supporting Level(3)'s 3 TDM voice networks, Sonus VOIP solution, and in-house Softswitch managed modem network. The team supports ~5000 network elements: Lucent 5ESS, Nortel DMS, Sonus GSX, SGX, EPS, NBS, and CREs

- Reduced Defects Per Million for 5ESS platform to less than 100, and less than 400 for DMS platforms
- Improved service assurance by implementing weekly operations review, based on Operations Science metrics, to review key metrics within Voice Services.
- Streamlined ticket queue management resulting in reduced off-net circuit outage mean time to restore from greater than an 8 hour average to 5 hours.
- Reduced calls blocked per month, to less than 2000 for 2 consecutive quarters for the first time ever, significantly improving customer experience.

Sr Director Voice Operations
2007 - 2008 (1 year)

Genuity, Inc
NOC Director
2001 - 2003 (2 years)

GTE Internetworking
NOC Manager
January 1997 - June 1999 (2 years 6 months)

Held positions as NOC Manager for Web Hosting services, Managed Security Services, and Managed Access Services

Liberty Mutual
Network Technician
1994 - 1995 (1 year)

Education

Georgia Institute of Technology
Executive MBA, Management of Technology · (2009 - 2010)

College of the Holy Cross
BA, English · (1992 - 1996)

Contact

www.linkedin.com/in/sheldon-jordan-02224413 (LinkedIn)
www.fibernetdirect.com (Company)

Top Skills

Project Management
Engineering Management
Electrical Engineering

Certifications

Leading at Crown Castle

Sheldon Jordan

Vice President, Network Operations at Crown Castle
Miami, Florida, United States

Summary

Experienced Vice President Network Engineering with a demonstrated history of working in the telecommunications industry. Strong engineering professional skilled in Databases, System Deployment, Ethernet, Department Budgeting, and Network Engineering.

Experience

Crown Castle

5 years 9 months

Vice President Network Operations

April 2020 - Present (3 years 6 months)

Miami, Florida, United States

Vice President, Operations & Engineering Support

October 2018 - April 2020 (1 year 7 months)

Miami/Fort Lauderdale Area

Director, Small Cell Network Operations

January 2018 - October 2018 (10 months)

Miami/Fort Lauderdale Area

Fibernet Direct (acquired by Crown Castle)

Director, Network Operations

January 2017 - January 2018 (1 year 1 month)

Miami, Florida

Responsible for network planning and engineering functions, as well as managing the reliability and maintenance of Fibernet Direct's robust fiber-optic and electronic network.

FPL FiberNet

12 years 11 months

VP, Network Engineering & Operations

September 2014 - January 2017 (2 years 5 months)

Miami, Florida

Responsible for network planning and engineering functions, as well as managing the reliability and maintenance of FPL FiberNet's robust fiber-optic and electronic network.

Director, Network Operations

March 2011 - September 2014 (3 years 7 months)

Miami/Fort Lauderdale Area

Responsible for the reliability and maintenance of FPL FiberNet's fiber optic and electronic network.

Program Manager

March 2008 - March 2011 (3 years 1 month)

Miami/Fort Lauderdale Area

Managed engineering, construction, and electronics installation for wireless backhaul network expansion project.

Technical Manager - OSP

April 2005 - March 2008 (3 years)

Miami, FL

Manage multi-function Records/Material/FTTH team and prioritize pending workload. Responsible for on-time delivery of fiber-rings for customer specific and network enhancement projects. Ensure Business critical applications are updated on a consistent basis and distributed to all Operations employees.

Project Manager

March 2004 - January 2007 (2 years 11 months)

Act as team lead to ensure consistency of OSP Records and oversee day to day group operations. Developed procedures for entering data into the Agilent accessFIBER system due to new network builds and relocations.

Fibernet (FPL Group)

Network Engineer

January 2000 - March 2003 (3 years 3 months)

Assist with installations and Configurations of RFTS system Remote Test Units. Designed splice point data spreadsheets used to document changes to fiber network. Evaluated the OneCall Polygon enhancement as a possible means of reducing FiberNet ticket volume and created an update schedule/process.

Florida Power & Light

Service Planner

1999 - 2000 (1 year)

- Designed Aerial and Underground facilities to provide electrical service to new residential and commercial customers.
- Used mathematical computations to determine type and arrangement of circuits and size, type and number of pieces of electrical equipment, such as transformers, switches, and lightning arresters
- Develop estimates for resources and material of construction and renovation projects using PC-based applications.
- Scheduled design projects with electrical crews to ensure customer dates were met.
- Consult with customers in problem identification/problem solving for electrical issues

Education

Cornell University

BSEE, Computer Engineering · (1993 - 1997)

Contact

www.linkedin.com/in/alexandra-johnson-35601271 (LinkedIn)

Top Skills

Social Media
Entertainment
Music

Certifications

Hootsuite Professional

Alexandra Johnson

Client Services Manager
Miami, Florida, United States

Summary

Driven by curiosity.

Experience

Crown Castle
Client Services Manager
May 2017 - Present (6 years 5 months)
Fort Lauderdale, Florida, United States

Integra Productions
Meeting & Events Coordinator
October 2015 - May 2017 (1 year 8 months)
Miami/Fort Lauderdale Area

- Meeting and event logistics for corporate conferences, management meetings, incentive programs, charitable events etc.
- Production development for meetings, concerts and parties
- Venue research: hotels, locations and external activities
- Building key relationships with in the hotels, entertainment, food & beverage and decor industries
- Food and beverage management within hotels
- Sourcing requirements, entertainment, decor

Hillsong Church
Event Management
January 2015 - July 2015 (7 months)
London, United Kingdom

- Helped manage a four day event for over 10,000 people, which includes all documentation and requirements for the venue and the conference, sourcing decor through regional business contacts, handling budgets, ensuring receipt of items, and most functions on day(s) of event.
- Helped manage the events team for the 18-25 age group, monthly events of around 400-900 people which included all things sourcing, documenting, budgeting for a creative item, food, crowd management, venue security etc.

Etiquette Boutique

Sales Manager

August 2013 - August 2014 (1 year 1 month)

Fort Lauderdale, FL

- Managing promotions, sales, and marketing new products
- Handle daily finances
- Compose business reports
- Control inventory
- Develop personal relationships with clientele
- Store upkeep

South Florida Journal

Reporter

January 2014 - May 2014 (5 months)

Fort Lauderdale, FL

- Gathered information, composed, and edited news stories for the weekly radio broadcast
- Contacted city, state, and national government officials and organizations

Make-A-Wish America

Events Intern

August 2013 - May 2014 (10 months)

Fort Lauderdale, FL

- Helped pursue external event initiatives, including researching possible venues for events, soliciting potential event sponsors, and utilizing pool of resources to create fund-raising events.
- Contacted regional businesses and donors to secure auction items for internal and certain external fund-raising events and helped organize all aspects of the auctions for Internal Events to include, but not limited to, prospecting for new package ideas, maintaining auction database, coordinating receipt of items, processing and documentation, ensuring proper presentation of items at event, and properly recognizing donors in event program or other necessary vehicles.
- Attend internal and external Make-A-Wish events

Live Nation

VIP Hostess

2013 - 2013 (less than a year)

Fort Lauderdale, FL

Rihanna Diamonds World Tour

-Informed VIP guests of special events before, during and after the performance while marketing Live Nation and its services

O2 Media Inc

Social Media Marketing Intern

August 2012 - December 2012 (5 months)

Fort Lauderdale, FL

- Composed authentic content across all forms of social media for The Balancing Act and Designing Spaces, two National TV shows that air on Lifetime
- Provided creative and informative posts for national brands sponsoring the shows
- Continued conversation with multiple audiences using brand voice
- Brought attention to social media sites such as Twitter, Facebook, Pinterest, Instagram, and YouTube by engaging in on-going conversations and creating new fans
- Monitored social media trends

Education

Florida Atlantic University

Bachelor of Arts (B.A.), Communication and Media Studies · (2011 - 2014)

Richmond, The American International University in London

Study Abroad Spring Semester 2012 · (2012 - 2012)

University of Alabama

· (2009 - 2011)

Contact

214 717 2922 (Mobile)
scottadalrymple@msn.com

www.linkedin.com/in/scott-dalrymple-55b0871 (LinkedIn)
www.scottsdale2030.com (Other)
www.brokersforkids.org (Other)
www.bhghaz.com (Other)

Top Skills

Negotiation
Financial Negotiations
Legal Review

Languages

French

Scott Dalrymple

Business Development Professional
Austin, Texas Metropolitan Area

Summary

In short, I help connect people, places and things.

My experience in telecommunications spans business development, engineering, construction management, network design, field operations, carrier management and strategic planning. Specific to the physical network, I have experience with submarine cable systems, long haul networks, metro, campus, in-building and wireless.

I find creative solutions resulting in increased revenue, improved quality of service and greater customer loyalty.

Experience

Crown Castle
Business Development Manager
June 2016 - Present (7 years 4 months)
Austin, Texas Area

Sell telecom services to public sector entities.

Conterra Broadband Services
Business Development
May 2012 - June 2016 (4 years 2 months)
Market and sell custom network services to K-12, Government and Healthcare verticals in Texas.

LightSquared
Backhaul Manager
September 2010 - March 2011 (7 months)
I managed the design and planning of the backhaul network for approximately 500 cell sites in the greater Phoenix Area. To complete the design, I worked with RF Engineers, Transport Engineers, Site Acquisition Specialists and

Construction Managers. The backhaul plan included a combination of microwave and fiber-based solutions.

Saguaro Networks

Business Development

October 2007 - September 2010 (3 years)

In my role, I focused on business development, and project management for Saguaro Networks, I helped clients fulfill their technology needs. We implemented technology solutions for the SMB market and the luxury home market. Specifically, we implemented voice, data, audio/video and surveillance solutions.

Covad Communications

Carrier Relations Manager

May 2008 - October 2008 (6 months)

As a Carrier Relations Manager, I worked with network planners and engineers to optimize the network. Emphasis on cost avoidance and positioning the network for growth. In this role, I established relationships with other carriers with whom we conducted business.

American Express

Project Manager

May 2007 - December 2007 (8 months)

As a Project Manager, I led various functional groups to develop new products, services and tools for global corporate card customers.

Cox Business Services

Account Executive

June 2006 - May 2007 (1 year)

I generated new business for Cox Communications in the Greater Phoenix Area.

The Apollo Group, Inc

Director

March 2005 - October 2005 (8 months)

I led a team of Business Analysts to improve and launch web based tools to enhance the customer experience for approximately 300,000 students. The projects were IT in discipline and specifically addressed student financial aid.

Qwest Communications

Senior Project Manager

December 2000 - November 2004 (4 years)

In nearly four years, I managed projects and programs for a variety of products and services. The projects focus ranged from revenue generating to cost reduction to strategic value.

Broadwing Communications

Senior Regional Program Manager

June 2000 - November 2000 (6 months)

As a Senior Regional Program Manager, I managed projects and long term programs for telecom products and services. I enjoyed working closely with right-of-way agents, engineers, operations, planners, finance and legal.

International Cable Technologies

Project Manager

October 1997 - June 2000 (2 years 9 months)

As Project Manager, I managed various tasks in constructing submarine cable systems. I developed training curriculum and provided shore end training for system owners internationally.

Education

University of Phoenix

Masters, Business Administration · (2004 - 2005)

Colorado State University

Certificate, Project Management · (2000 - 2000)

University of Kansas

BA, French · (1989 - 1993)

Round Rock High School

Diploma, General Studies · (1986 - 1989)

Contact

3052069294 (Mobile)
lonnie.maier@crowncastle.com

www.linkedin.com/in/lonniemaier
(LinkedIn)
www.crowncastle.com (Company)

Top Skills

Team Leadership
Delivering Results
Sales Management

Languages

English

Certifications

Social Selling Foundations

Lonnie Maier

Managing Director, South Region at Crown Castle
Miami-Fort Lauderdale Area

Summary

I am an accomplished, results-oriented sales executive who passionately leads my team to achieve transformative growth.

And I'm privileged to work for Crown Castle, a Fortune 500 company listed on the NYSE S&P 500 (NYSE:CCI), who is the nation's largest provider of shared communications infrastructure. We're working to connect cities and businesses to the data, technology, and wireless services they rely on every day.

Our comprehensive infrastructure portfolio consists of more than 40,000 cell towers, approximately 80,000 on-air or under-contract small cell nodes, and approximately 80,000 route miles of fiber—giving us a presence in every major US market. As the demand for data and information grows, this unique combination of assets will continue to work together to meet the needs of people and businesses.

Crown Castle is a committed partner and we help our clients solve problems by listening to, and understanding, your unique business requirements. Our experienced team members use a consultative approach to uncover challenge-areas and engage expert resources representing all industries.

There is nothing we can't accomplish together. Trust me and my team to help yours - now and for a long time to come.

Experience

Crown Castle
Managing Director, South Region
January 2017 - Present (6 years 9 months)
United States

Crown Castle owns and operates approximately 40,000 cell towers, 85,000 small cells and 85,000 route miles of Fiber supporting small cells and fiber solutions across every major US market. This nationwide portfolio of communications infrastructure connects cities and communities to essential data, technology and wireless service – bringing information, ideas and innovations to the people and businesses that need them.

FPL FiberNet

Vice President of Enterprise Sales and Marketing

January 2010 - January 2017 (7 years 1 month)

Miami/Fort Lauderdale Area

FPL FiberNet, LLC delivers wholesale and enterprise telecommunication services throughout most major metropolitan areas in Florida and Texas with additional connectivity to Arkansas, Georgia, Louisiana and Oklahoma with its extensive long-haul and metro fiber-optic networks. FPL FiberNet is a subsidiary of NextEra Energy, Inc., nationally known as a high-quality, efficient and customer-driven organization focused on energy-related products and services. With annual revenues of more than \$15 billion and a growing presence in 24 states and Canada, NextEra Energy is widely recognized as one of the country's premier power companies.

Nortel

Regional Sales Director

June 2005 - January 2010 (4 years 8 months)

Maier & Associates, Inc.

Principal

January 2003 - May 2005 (2 years 5 months)

BELLSOUTH TELECOMMUNICATIONS INC

Area Vice President Of Sales

June 1985 - December 2002 (17 years 7 months)

Education

Nova Southeastern University

MBA, Entrepreneurship Studies · (2003 - 2005)

Florida State University

BS, Life Sciences · (1976 - 1980)

A global Mobile Virtual Network Operator (MVNO), the Globalgig Network provides global wireless connectivity across a 190-plus country footprint. Globalgig's services and products include International Dedicated and Private IP Services, Mobile Device Management, Wi-Fi Hotspots, Remote Office/Backup, Technology Expense Management, and IoT/M2M connectivity solutions.

Globalgig's proprietary Multi-IMSI (International Mobile Subscriber Identity) SIM card is a revolutionary technology that enables subscribers to use their Globalgig SIM card anywhere across their home country and countries all over the world at cost-effective rates. Enterprise businesses simply turn their device on and the Globalgig system will automatically select the available IMSI offering the most optimal coverage and service.

DukeNet

National Account Manager Enterprise and Carrier Sales

June 2011 - January 2021 (9 years 8 months)

Strategic consulting, including network planning and network deployment.

Qwest Communications

Strategic Account Manager

June 2010 - August 2011 (1 year 3 months)

Major account sales of complex voice and data applications.

XO Communications

Sales Manager

October 2008 - May 2010 (1 year 8 months)

Responsibility for ramping up a new market by recruiting and training experienced sales professionals. Marketing B2B to gain market share of Telephony and Data services.

CTC/Windstream

Director of Business Solutions

1999 - 2008 (9 years)

MCI

AE

1991 - 1995 (4 years)

Education

University of Colorado Boulder

BA, Sociology · (1985 - 1990)

Contact

7862181614 (Home)
jdeoca7@yahoo.com

www.linkedin.com/in/jose-montes-de-oca-2a03a414 (LinkedIn)

Top Skills

Managed Services
Telecommunications
Solution Selling

Languages

Spanish (Native or Bilingual)
English (Native or Bilingual)

Jose Montes de Oca

Director of Fiber Enterprise Sales at Crown Castle
Miami-Fort Lauderdale Area

Summary

A successful sales leader with 20+ years proven performance in sales and marketing of global telecommunication services and solutions. A strategic thinker and empowering leader who elicits exceptional performances from direct teams and various partners and resources.

My strengths lie in my abilities to identify new growth opportunities; to think and plan strategically; and then to conceive and build winning partnerships that fuel top line growth. I have an established reputation as an organized, self-directed, decisive leader with an entrepreneurial spirit who effectively collaborates across functions; delivers timely, creative solutions to business challenges and fluidly adapts to changing market conditions.

My achievements have enabled me to position myself as a disciplined, resourceful, goal-oriented director and mentor. I am a committed coach, mentor and people developer. I rely heavily upon my experience, insight and creativity and place great value in my ingenuity and dedication to success.

Experience

Crown Castle
6 years 9 months

Director of Fiber Enterprise Sales
August 2018 - Present (5 years 2 months)

Enterprise Sales Manager
January 2017 - July 2018 (1 year 7 months)

FPL FiberNet
Enterprise Sales Manager
December 2014 - January 2017 (2 years 2 months)
Miami, FL

AT&T

4 years 8 months

Application Sales Manager

November 2012 - November 2014 (2 years 1 month)

Sunrise, FL

I lead a team of 8 technical sales professionals supporting the Florida business market for AT&T. My module generates over \$60M in annual revenue for AT&T. We support and sell strategic and custom integrated solutions (Global IT networking, Cloud, Security, Mobility & Professional Services) to our clients leveraging the assets of the AT&T product portfolio,

We deliver sales results by partnering with clients, identifying specific business needs and providing solutions aligned to short and long-term customer expectations. Daily responsibilities include staffing and developing the team, developing and implementing initiatives to drive attainment, working with account managers to maximize business from existing accounts as well as find new opportunities.

I collaborate closely with senior executives and key departments and personnel to evaluate and analyze market trends and identify lucrative opportunities. I mentor and guide sales personnel to exceed aggressive goals while personally building and maintaining strategic relationships. I perpetuate exceptional customer relations through effective communications, market knowledge, and by ensuring prompt resolutions to issues as required.

Sales Manager

April 2010 - November 2012 (2 years 8 months)

I led a team of 7 sales professionals supporting the Florida business market for AT&T. My module generated over \$40M in annual revenue for AT&T. Daily responsibilities included strategic solution selling, account management, and sales quota attainment.

The team leveraged internal resources, as well as external partnerships, to solve business problems utilizing the AT&T product suite.

Education

University of Florida

BS, Zoology · (1990 - 1994)

TAB C – Service Area Detail

Service Provisions

a. The Proposer should indicate whether they are providing services directly or reselling the services of a larger provider. If the Proposer resells the services of another provider, please identify the actual Provider of the service.

All services offered in our RFP response will be provisioned using Crown Castle fiber and assets

b. The Proposer shall identify any limitations on the availability of the proposed network.

Crown Castle can fully support the proposed solution and network and it's also scalable to higher bandwidth as required by Leon County Schools.

c. The Proposer shall describe the Network Operations Center (NOC) supporting the District's network. The description shall include location, hours of operation, and at what priority level of service (including the level of entry) the District support calls (by phone, e-mail, or web) will be handled.

The Customer Center portal provides around the clock access to information about your services from Crown Castle including: Billing, Orders, Services, Trouble Tickets & NOC Support, and your Account Team contacts. Please reference the Customer Center Portal section of our RFP response. Additionally, we included a NOC escalation contact list.

Crown Castle has 4 geographically diverse NOC's that operate 24x7x365. Customers may report problems by:

- Calling our NOC: 855-93-FIBER
- Via Email: FiberSupport@CrownCastle.COM
- Through the Customer Center Portal

d. The Proposer shall describe what system they propose to use for the District's service change requests and request information on the District's network operations status.

Crown Castle will install equipment that supports the maximum service bandwidth requested so an increase, or decrease, can be completed quickly and usually without a truck roll. The District may request bandwidth changes by contacting your AE or CSM, or through the Crown Castle customer portal. Any billing changes will be adjusted to the corresponding negotiated contract rate, effective on the next billing cycle.

e. The Proposer shall describe any provision for Quality of Service (QOS). These QOS provisions should include, but not be limited to, packet prioritization, speed, levels of QOS provisioning, connections, and applications (voice, data, and video).

QoS isn't supported for 3 DIA service.

Crown Castle does not modify customer traffic, if the customer wants to do any marking of their traffic, we will not make any modifications nor will we act on it.

Internet Service Provider

f. Describe any options for DDoS detection and Mitigation.

Crown Castle's DDoS Service:

Any organization conducting business over the internet is at risk of a Distributed Denial of Service (DDoS) attack, a malicious attempt to disrupt the normal traffic of a targeted server, service, or network by overwhelming it with a flood of internet traffic from multiple sources. DDoS Defense uses best-in-class security technology to monitor your traffic, detect threats, and alert key personnel to mitigate these disruptive and costly attacks before your business operations are impacted.

Mitigated at the network edge, Crown Castle's DDoS Defense services are delivered using security technology from Corero Networks combined with the Juniper Networks MX routers and QFX switches to create a real time, highly scalable DDoS mitigation protection for our customers, with superior response time and performance.

DDOS DEFENSE OPTION:

If an Internet Product is ordered with DDoS Defense, then the following additional terms will apply:

5.1. When DDoS Defense detects an anomaly in Internet traffic that is symptomatic of a DDoS attack due to triggered thresholds or indicators of protocol misuse, it generates an alert to Crown Castle's Network Operations Center ("NOC"). Crown Castle will investigate such anomaly. If Licensee confirms that a DDoS attack is occurring, Crown Castle will begin applying measures to block malicious packets while allowing the flow of non-suspect traffic to Licensee's network. Crown Castle will use reasonable efforts to attempt to configure measures to minimize the effects of the DDoS attack and to reduce disruption of Licensee's non-suspect traffic. Upon the conclusion of the DDoS attack, Crown Castle will cease mitigation measures. DDoS Defense does not monitor for attacks other than DDoS attacks.

5.2. If Crown Castle in its reasonable judgement determines that a DDoS attack is impacting, or may impact, the Crown Castle Network, Crown Castle may, without incurring any liability, take any action, including but not limited to blackhole filtering of Licensee's traffic, which filtering would result in all traffic destined to Licensee being dropped.

5.3. Crown Castle will invoice Licensee (i) in advance for the MRC associated with DDoS Defense, and (ii) in arrears at Crown Castle's then current rates and charges for any Emergency Mitigation.

Details will be negotiated in the MSA and/or Internet Product Supplement Agreement.

g. The Proposer must describe whether scheduled bandwidth services are committed rates.

Customers who purchase Internet Access or Dedicated Internet Access (DIA) from Crown Castle, are invoiced a Monthly Recurring Charge (MRC) for a Committed Information Rate (CIR) to the Internet. Customers can send and receive Internet traffic up to the CIR for the MRC set forth in the Service Order Form (SOF). On occasion, customer traffic levels may exceed the CIR; such Internet Traffic beyond the CIR is designated as "burst traffic" and will be billed accordingly. Burst traffic is offered with no SLA guarantee. Standard Internet Access Service SLAs only apply to CIR traffic.

h. The Proposer shall indicate scalability options during low and high-demand internet traffic times.

Crown Castle's core network is built to be resilient and scalable.

Internet Service Provider

i. The Proposer shall indicate what bursting margins exist for each bandwidth category.

Our Internet Access Service offers flexible connectivity options with bandwidth rates from 10 Mbps up to 100 Gbps, with the option to burst above subscribed bandwidth rates when needed.

Pricing provided is flat rate, no burstable margin.

j. The Proposer shall describe any and all mechanisms in place to ensure the security of LCS data traffic on the proposed network.

Crown Castle has a security operations center that monitors Crown Castle's environment 24x7 to investigate and act on threats that are identified using best in class tools and highly skilled analysts to ensure timely remediation. Upon discovery of potentially material security events, escalation procedures are executed up to or including the designated Information Security Officer and if warranted, the incident response procedures are executed.

For Crown Castle facilities that host equipment, standard methods of controlling access include but are not limited to key locks, badge access, Crown CastleTV monitoring, combination locking devices, cages and other methods as applicable for the environment and equipment being hosted.

Crown Castle hardens equipment following industry best practice to ensure minimal risk of unauthorized logical access through restrictions on access to management interfaces, requiring complex passwords and also disabling unused services on equipment.

The services proposed by Crown Castle are acting as a conduit and have no direct interaction with your records. Crown Castle does not access, modify, store, or interpret customer data of any kind. Policies are available upon request.

Upon discovery, investigation and confirmation of a security incident, that may impact Crown Castle network equipment that could subsequently lead to a breach into a customer environment, Crown Castle will disable management access into potentially affected equipment to minimize risk of an incident spreading into a customer environment through Crown Castle managed equipment.

Client acknowledges that Crown Castle exercises no control over, and accepts no responsibility for, the content of the information passing through its network, Crown Castle equipment, or a Crown Castle product, and use of any such content is at Client's own risk. Client acknowledges that Client shall be solely liable and responsible for the content of any communications transmitted via the products hereunder.

k. The Proposer shall provide a detailed Service Level Agreement for the District's network, including uptime, response time, bandwidth throughput guarantees, and credits to be offered to LCS during extended outages due to events or issues on the Provider's network. LCS defines extended outages as anything beyond (2) hours. Notification of any planned service outages shall occur at least three (3) business days in advance.

Crown Castle has attached a copy of its Internet Service Supplement which details Service Level Agreements.

Change Management's (CM's) mission is to coordinate and manage maintenance events within Crown Castle's Network to maximize network availability, to minimize disruption to its customer base, and to ensure that each affected customer receives timely notification of scheduled, service-affecting (SA) maintenance events.

Internet Service Provider

Crown Castle's standard maintenance window is defined as 00:01 to 06:00 for all Service Affecting activities.

If a service-affecting maintenance event is scheduled, Crown Castle's Change Management Department will notify its impacted customers in advance of the pending maintenance event using the following guidelines:

- **Service Affecting Maintenance:**
 - **Minimum of 10 business day advance notice ***
- **Emergency:**
 - **As much notice as possible**

**-Crown Castle will work with its clients to attempt to reschedule an event if requested.*

- **Vendor or SA Maintenance:** Crown Castle will send customer notifications no less than 10 business days in advance of the scheduled maintenance event, including scheduled vendor-initiated events. If Crown Castle does not receive more than 10 business days' notice from its vendors, Crown Castle will attempt to reschedule. If Crown Castle is unsuccessful, Crown Castle will provide customers as much notice as possible. If scheduling conflicts arise, Crown Castle will work with its vendors in an attempt to reach a mutually-agreed-upon reschedule date (whenever possible).
- **Emergency Maintenance:** In the event of a network emergency (active or pending), Crown Castle will provide customers affected by the maintenance as much notice as possible. Change Management will review emergency maintenance scheduling with senior CM management as required.
- **Maintenance Cancellation or Rescheduling:** Crown Castle will provide customers with as much notice as possible when maintenance events are either cancelled or rescheduled. Should the need to reschedule a maintenance event arise, the new date will adhere to the aforementioned policies, as if it were a new maintenance request.
- **Status Notifications.** Crown Castle will send status notices to its customers at the beginning and completion of each maintenance.

Crown Castle's Dedicated Internet Service

Crown Castle offers superior performance and reliability by design. The combination of multiple Tier-1 interconnection points, coupled with award-winning service and support, ensures that Crown Castle's Internet Access Service will be reliable and available when needed. Our Internet Access Service offers flexible connectivity options with bandwidth rates from 10 Mbps up to 100 Gbps, with the option to burst above subscribed bandwidth rates when needed.

Features:

- Multiple, private, and geographically diverse Tier-1 Internet connections ensure reliable access
- Robust metro and backbone network infrastructures
- Fiber routes that are diverse from other service providers
- 24x7 geographically diverse NOC monitors network status network services
- Class C IP addresses available to meet your needs. A /30 IPv4 Subnet is included. Additional addresses are available for an additional MRC and may require justification.
- IPV6-compatible, dual stack connection capable
- Configuration of routing and primary/secondary DNS registration
- Connectivity and performance verification
- E-LAN Internet access sharing support

Crown Castle POPs are designed for network fault tolerance and performance reliability:

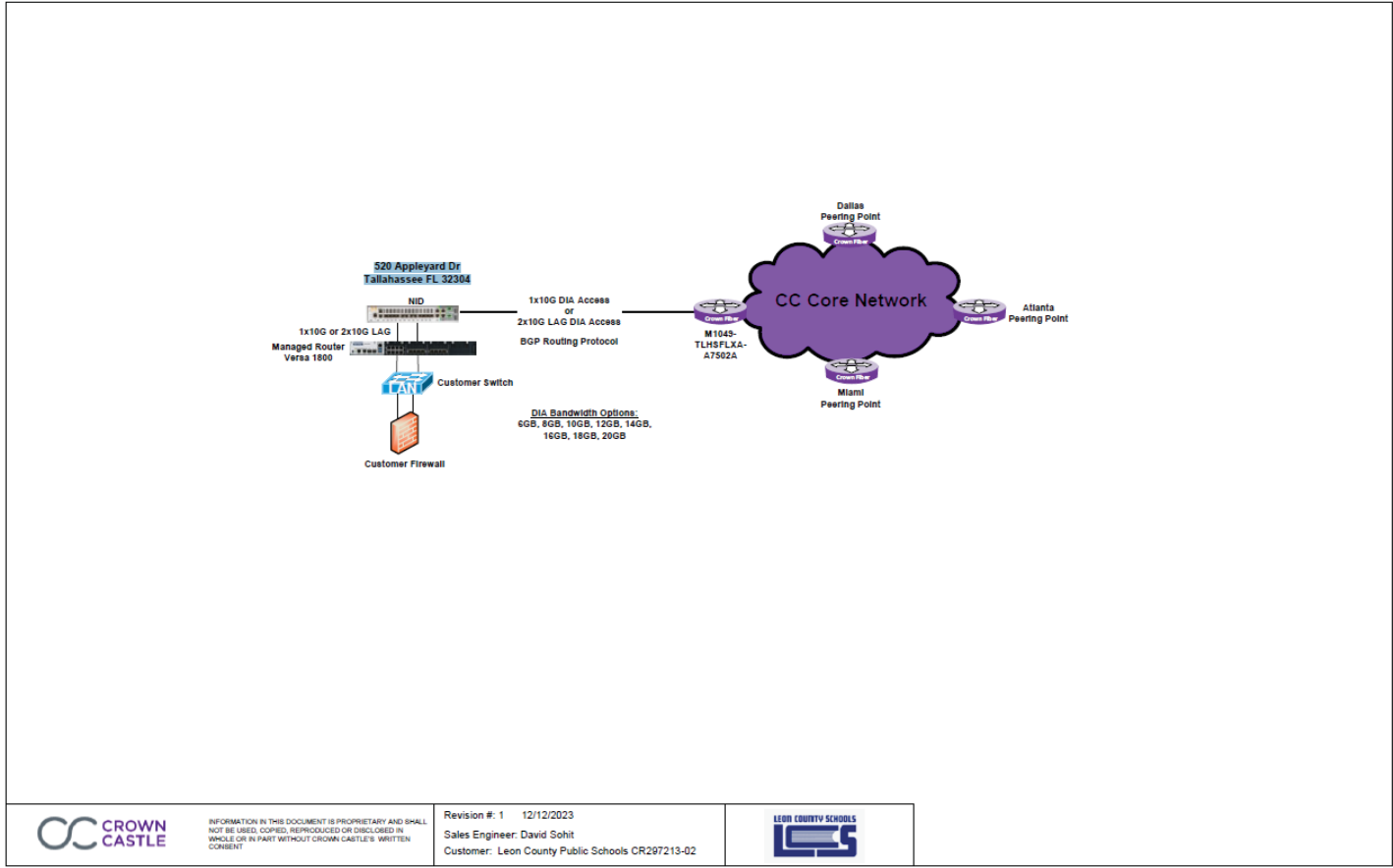
- Multiple POEs
- Diverse DC power plants with generator back-ups
- 24x7x365 physical access to the facilities
- Dedicated electrical circuits from the public utility company
- Environmentally controlled spaces
- UPS electrical power back-ups

Crown Castle MPLS routers and switches at aggregation and core POPs are equipped with maximum hardware redundancy, including:

- A switched core architecture that provides resiliency and backbone efficiency
- Aggregation switches to help conserve ports on core routers
- Dual routing engines
- Redundant switch control boards
- Redundant power modules and fan trays



Logical Diagram



Implementation Services Plan

Project Managers (PMs) are responsible for managing the delivery of services to Crown Castle customers. The PM role is comprised of four stages - Order Validation, Order Kickoff, Service Provisioning and Order Completion.

Project Managers (PMs) will:

- Coordinate and lead customer meetings, including customer kick-off calls and regularly scheduled customer status update calls.
- Manage the activities of internal Crown Castle operational and engineering groups to ensure proper planning, communications, and implementation of solutions.
- Communicate customer requirements to other project stake holders to achieve required results.
- Perform critical path analysis for projects to identify and manage all aspects of the service deployment and mitigate identified risks.
- Develop a relationship with the customer and serve as the primary point of contact for project status and deliverables.
- Resolve issues in a timely fashion as they present themselves during the project interval.
- Upon project completion ensure project documents are complete, accurate, and archived appropriately. Deliver all required customer turn-up documentation to identified point of contact.

Project Plan

Summarized below are the “key” milestones and activities that make up a significant portion of the implementation timeline for network installation. The plan below is flexible, and Crown Castle can adjust to meet the needs of the customer should you desire to meet with a project manager and other project team members more or less often.

“Key” milestones associated with the Project Plan:

Kickoff meeting: Once a signed contract is received, the designated project manager is assigned to the project and will schedule a kickoff meeting with all parties involved in the installation. Timelines and milestones will be discussed and agreed upon. Space and electrical requirements will be discussed for each individual site. Priority sites will be identified and receive precedence. Ongoing updates will be provided by the assigned project manager.

Aerial Network Extensions: This activity covers all required engineering, design, and documentation, the formal Right of Way and Municipal consent applications and approvals and the physical installation of the fiber optic cabling on utility infrastructure.

Building Entry Construction: Crown Castle will perform site surveys and document all engineering and construction work required to physically install the fiber optic network including outside conduit and inside extended wiring.

Splicing Termination and Testing: This activity takes place once construction of the aerial network and building entries are completed. Proposed WAN undergoes testing, acceptance and turn up.

Internet Service Provider

Turn Over and Billing: Crown Castle will coordinate all testing of the network with the customer. Once the WAN is performing as contracted, Crown Castle will turn over the network to the customer and initialize billing.

Each of the above milestones includes numerous activities that will be completed by Crown Castle across the design/engineering and construction of the network:

System Design/Engineering

Crown Castle shall provide complete design services. These services shall be:

Fiber Route: The Fiber Route consists of all buildings, streets, poles, conduits and manholes used for routing connectivity. The routing shall include:

- Overall Route Survey
- Trunk and Lateral Cabling Distances
- Pole & Span Measuring
- Conduit Evaluations
- Drafting and Strand Maps
- Ownership Submittals

Make Ready: Make Ready consists of all engineering and submittals for making the system compliant with the utilities guidelines for attaching or having fiber cable in the communications space. The make ready engineering shall specify:

- Cable Clearances
- Utility Pole Replacement
- Conduit and Pole Permits

Service Entrance: Service Entrance Engineering determines where the service enters and terminates in a structure. The Service Entrance Engineering shall include:

- Service Entrance Surveys
- Service Entrance Drawings

System Construction

Crown Castle shall provide all construction and make ready necessary to establish the service.

The following procedures shall be taken prior to installation:

- Develop a comprehensive overall design package
- Obtain all necessary permits
- Organize and direct pre-construction meetings
- Obtain all necessary insurance and bonding

Our services during the installation phase shall include:

- Initial Project kick-off review meeting with the customers project staff
- Site visits with the customers project staff
- Contract schedule and equipment delivery monitoring
- Shop drawings and submittals review
- System design updates
- Make-ready pole work

Internet Service Provider

- Demarcation extensions in each building to the predetermined equipment rack location
- System stranding and accessories
- Optical cabling and accessories to provide single mode fiber to each building
- Splicing
- Final system testing
- Power Meter
- OTDR

Loss Estimates: The Loss Estimates shall be calculations based on the actual field conditions that will show the estimated loss and dispersion characteristics for each link. The calculations show:


- Fiber Optic Attenuation
- Fiber Optic Connector Loss
- Splice Loss
- Total Passive System Attenuation
- Chromatic Dispersion (ICB)

Test and Accept Example

At the completion of the Fiber Engineering and Provisioning tasks, Field Operations will be dispatched to complete the required Customer Premise Equipment (CPE) installation and RFC 2544 testing of the circuit (sample RFC testing below). Crown Castle's dedicated Test and Turn Up group will work with Field Operation in the testing stages and with the customer for turn-up.

Crown Castle Customer Center Portal

The Customer Center portal provides around the clock access to information about your services from Crown Castle, including Billing, Orders, Services, Support and your Account Team contacts. Below are some sample screen shots.

**CROWN
CASTLE**

FIRST.LAST@CROWNCastle.COM ACCOUNT NAME LOG OUT

CUSTOMER CENTER


1-855-93-FIBER

BILLING- ORDERS SERVICES- DOCUMENTS SUPPORT- ACCOUNT TEAM

MY PROFILE ACCOUNT ADMIN- ADMIN- USER ACTIVITY-

BILLING

View and print up to six months of billing history. View and print up to six months of billing history.




RECENT INVOICES

ALL INVOICES >

ORDERS


View order history and current order status.



ALL ORDERS >

SERVICES


View service history, details, and statuses.



ALL SERVICES >

DOCUMENTS


View Portal documents.



DOCUMENTS>

SUPPORT

View up to six months of support ticket history and statuses.



GET SUPPORT >

How do I use this page?

NOTIFICATION CENTER

You have 0 message(s).

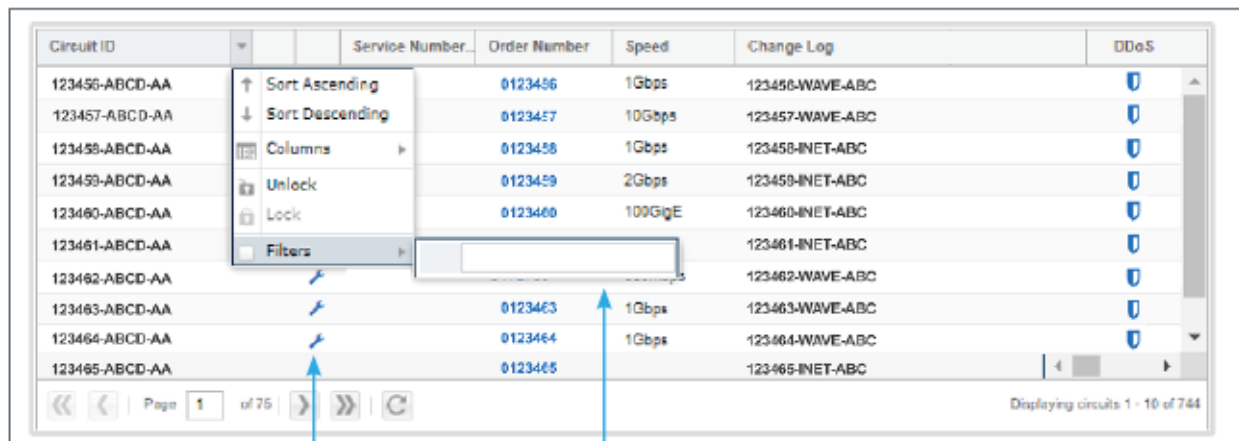
NO MESSAGES >

© 2023 Crown Castle. All Rights Reserved
Crown Castle Acceptable Use Policy
Crown Castle Ethics Policy

Crown Castle Contacts
Crown Castle NOC: 1-855-93-FIBER
Crown Castle Billing: 1-855-91-FIBER - Option 3

Internet Service Provider

Services Screen: Circuit View example. Click any circuit to see specific Service Details



The screenshot shows a table with columns: Circuit ID, Service Number, Order Number, Speed, Change Log, and DDoS. A context menu is open over the first few rows, showing options: Sort Ascending, Sort Descending, Columns, Unlock, Lock, and Filters. A search box is visible in the Filters section. Blue arrows point from the annotations below to the 'Filters' menu item and the search box.

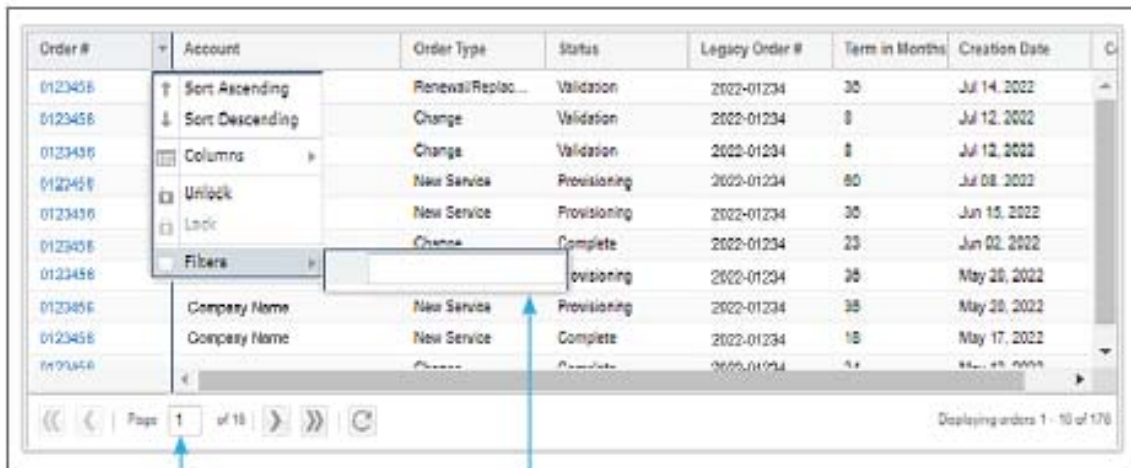
Circuit ID	Service Number	Order Number	Speed	Change Log	DDoS
123456-ABCD-AA		0123456	1Gbps	123456-WAVE-ABC	
123457-ABCD-AA		0123457	10Gbps	123457-WAVE-ABC	
123458-ABCD-AA		0123458	1Gbps	123458-INET-ABC	
123459-ABCD-AA		0123459	2Gbps	123459-INET-ABC	
123460-ABCD-AA		0123460	100Gbps	123460-INET-ABC	
123461-ABCD-AA				123461-INET-ABC	
123462-ABCD-AA				123462-WAVE-ABC	
123463-ABCD-AA		0123463	1Gbps	123463-WAVE-ABC	
123464-ABCD-AA		0123464	1Gbps	123464-WAVE-ABC	
123465-ABCD-AA		0123465		123465-INET-ABC	

Open NOC ticket on any circuit.

Use advanced filters to search. Begin typing any circuit ID to locate specific ID.

Orders Screen: Here you will find pending and completed order information. Need status of a current order? Simply click on the Order# in column 1 and it will then show all information pertaining to that order.

Orders



The screenshot shows a table with columns: Order #, Account, Order Type, Status, Legacy Order #, Term in Months, Creation Date, and a search icon. A context menu is open over the first few rows, showing options: Sort Ascending, Sort Descending, Columns, Unlock, Lock, and Filters. A search box is visible in the Filters section. Blue arrows point from the annotations below to the 'Page 1 of 18' indicator and the search box.

Order #	Account	Order Type	Status	Legacy Order #	Term in Months	Creation Date
0123456		Renewal/Replac...	Validation	2022-01234	30	Jul 14, 2022
0123456		Change	Validation	2022-01234	0	Jul 12, 2022
0123456		Change	Validation	2022-01234	0	Jul 12, 2022
0123456		New Service	Provisioning	2022-01234	60	Jul 08, 2022
0123456		New Service	Provisioning	2022-01234	30	Jun 15, 2022
0123456		Change	Complete	2022-01234	25	Jun 02, 2022
0123456			Provisioning	2022-01234	30	May 20, 2022
0123456	Company Name	New Service	Provisioning	2022-01234	30	May 20, 2022
0123456	Company Name	New Service	Complete	2022-01234	18	May 17, 2022
0123456		Change	Complete	2022-01234	18	May 17, 2022

Advance/Go Back by page when searching numerous records.

Use advanced search features to sort or filter by status. Contact your account team for order type definitions.

Internet Service Provider

Support Screen: This section of the site will allow you to create a new ticket, view pending and closed tickets, and interact directly with the NOC via integrated messaging.

Link to specific ticket detail.

Use advanced filters to narrow results.

Sort by circuit ID.

Ticket #	Status	Trouble Reported	Start Date	Service Number	Circuit ID	Customer Circuit ID
CCF12345678	In Progress	Sort Ascending	Jun 21, 2022	S 123456	123456-ABCD-E...	2022-12345
CCF12345678	In Progress	Sort Descending	Jun 21, 2022	S 123456	123456-ABCD-E...	
CCF12345678	Closed	Columns	Jun 20, 2022	S 123456	123456-ABCD-E...	
CCF12345678	Closed	Unlock	Jun 20, 2022	S 123456	123456-ABCD-E...	
CCF12345678	In Progress	Lock	Jun 20, 2022	S 123456	123456-ABCD-E...	
CCF12345678	Closed	Filters	Jun 20, 2022	S 123456	123456-ABCD-E...	
CCF12345678	Closed				123456-ABCD-E...	
CCF12345678	Closed	Service Down			123456-ABCD-E...	
CCF12345678	Closed	Service Down			123456-ABCD-E...	2022-12345
CCF12345678	Closed	Power			123456-ABCD-E...	2022-12345

Displaying orders 1 - 10 of 521

NOC Messaging Screen: Create Notes and view comments history.

Create Note:

Submit

Customer Updates

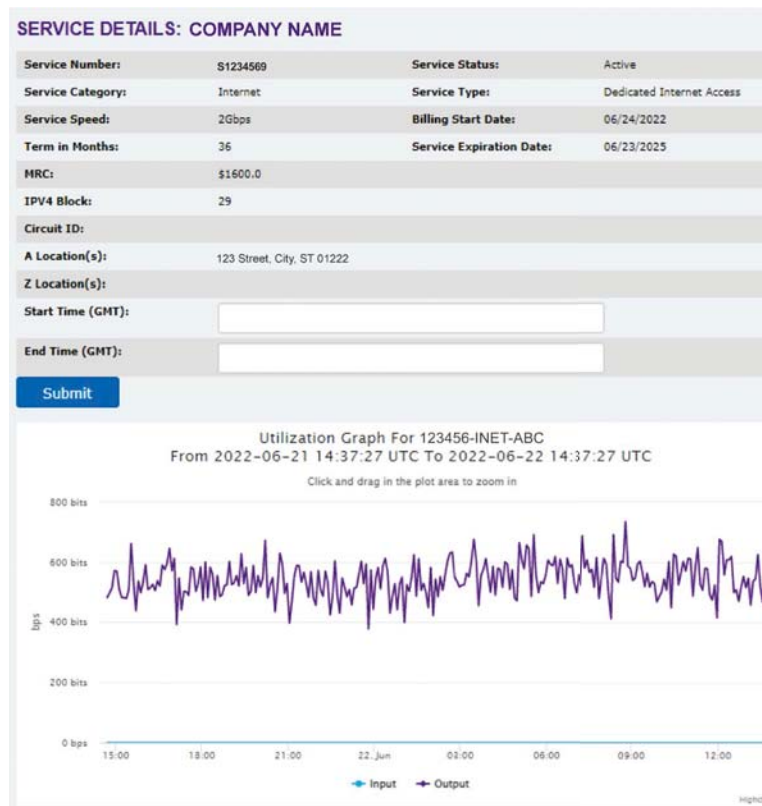
Crown Castle Comment At: 2/9/2022 10:09 AM

Hello Valued Customer. The Crown Castle Fiber NOC received alarms indicating CPE Lost Power/Dying Gasp/Unrecoverable condition (e.g. a power failure) has occurred in CPE/Link Down. Please advise if there is any work or maintenance being performed that could be impacting this service. Please also verify power and equipment on site. You can get back to us at 855-933-4237 or by replying to this message. Thank you. Crown Castle Fiber Network Operations Center Results: Message sent successfully.

<< Back to Tickets

Internet Service Provider

Service Utilization Statistics Screen: Utilization graphs are real-time statistics that allow you to monitor and manage your E-Line and Internet service bandwidth more effectively. You will be able to see your information in easy-to-view graphs, and you can display your information across multiple time periods:



***The above utilization graph is only an example. The Service Utilization Statistics Screen varies in certain Crown Castle Markets.

These graphs are useful for:

- Long Term Capacity Planning - Analyze your bandwidth across time to plan long-term resource allocation across your entire network.
- Short Term Capacity Management - View real-time graphs to understand how data is traversing your network and optimize your connections accordingly.
- End-User Experience Management - Make sure your internal customers are satisfied by detecting performance fall-off early and taking preemptive action to resolve service degradations before end-users are impacted.
- Non-Intrusive Visibility - Unlike other network reporting tools, Crown Castle Network Statistics does not need an in-line probe. The equipment that we deliver your bandwidth on supports Network Reporting.
- Executive Reporting - Provide easy-to-view graphs of your network to your internal customers.

Crown Castle Utilization Bandwidth graphing is just one more tool that Crown Castle provides. It empowers you and your organization to more effectively deploy, manage, solve, and optimize your network environment.

Network Management Services for Monitoring and Alerting

Geographic Diverse Locations

Generator & UPS Protected Facilities
On-Net Network Connectivity

- Melville, New York
- Rochester, New York
- Doral, Florida
- Canonsburg, Pennsylvania

Trouble Ticket Management

- 24x7 Onsite Management Support
- Tier I & II Troubleshooting
- Incident Management
- Customer Communications & Escalations
- Technical Support Engineers
- Tier III Troubleshooting
- Vendor TAC Engagement
- Engineering Engagement

Network Operations Center Systems and Tools

IBM Tivoli NETCOOL Network Management System

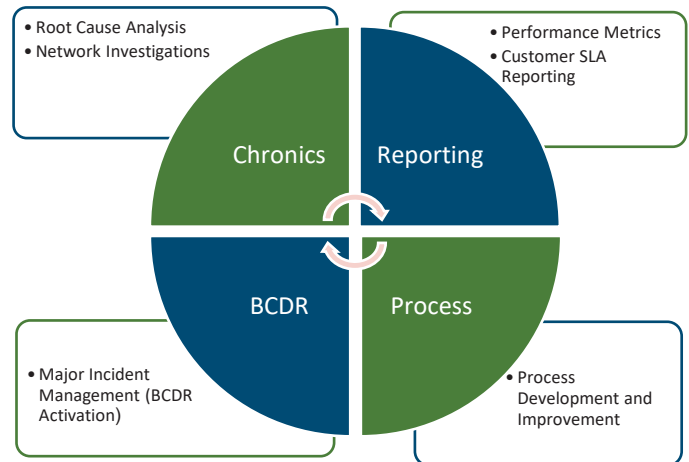
- Automation & Enhancements
- Alarm Filtering
- Alarm Enrichment
- Backbone Topology MAPS
- Customizable, dedicated customer alarm views

Microsoft Dynamics CRM Ticketing System

- Automation & Enhancements
- Automatic Notification upon ticket creation
- Standardize Templates for Communication
- Automatic Ticket Assignments
- Automated management escalation of unresolved Trouble tickets.

Systems & Tools

- Microsoft CRM
- NETCRACKER
- OSP Insight GIS System
- Operations Data Warehouse
- Traffic / Taper Reporting Tool



Crown Castle NOC Escalation List

#	Title	Name	Email	Office #	Cell #
1st	Shift Managers	On duty	FiberSupport@crowncastle.com	Primary: 1-855-93-FIBER Secondary: (844) 583-4237 Non-toll free: (845) 458-7799	
2nd	Manager, NOC Operations	Tommy Fay	Thomas.Fay@crowncastle.com	(631) 300-3783	(516) 987-3578
	Manager, NOC Operations	Steve Cassianos	Steve.Cassianos@crowncastle.com	(212) 337-4083	(646) 745-4023
3rd	Sr. Manager, NOC Operations	Miles O'Shaughnessy	Miles.OShaughnessy@crowncastle.com	631) 300-3781	(631) 774-2412
4th	Director, Network Assurance	Steve George	Stephen.George@crowncastle.com	(978) 268-9370	(781) 254-8795
5th	Vice President, Network Operations	Sheldon Jordan	Sheldon.S.Jordan@crowncastle.com	(786) 701-7404	(305) 206-2976
6th	SVP Project Delivery and Design and Construction - Fiber	Karen Rohrkemper	Karen.Rohrkemper@crowncastle.com	(281) 640-3651	(513) 478-4448

Crown Castle Business Continuity

Today, there are many steps already being taken and actions defined within Crown Castle's standard operating policies and procedures that serve or act as business continuity guidelines.

- Diversity in Network Operations Centers from a systems and connectivity perspective, as well as geography.
- All NOC systems are supported by secondary power supplies, both UPS and generator.
- All NOC technicians are equipped with full remote secure logins and voice capability for remote access in all regions to perform their duties and responsibilities.
- Each region maintains maintenance spares depot for all core equipment technology hardware deployed within the network and region. Lessens our dependency on the manufacturer and decreases MTTR (mean time to repair).
- Operations team has a clear escalation and call-out policy and plan that is updated and reviewed weekly to determine coverage and back-up requirements.
- Emergency call-out agreements with retainer fees are established with prime vendors in all regions for support of the physical plant. This includes spare components and fiber cable to handle any network impact.
- All network equipment configurations are backed up and archived to facilitate immediate restoration in the event of network element failure.
- Establish a crisis conference bridge for all updates and information sharing during any event.



**INTERNET SUPPLEMENT
TO THE
MASTER TELECOMMUNICATIONS LICENSE AGREEMENT
LICENSEE: _____**

This Internet Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between **CROWN CASTLE FIBER LLC** (“Crown Castle”) and Licensee, and is hereby incorporated into and made a part of the **Master Telecommunications License Agreement** between Licensee and Crown Castle (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Agreement. Section and subsection headings contained in this Supplement are inserted for convenience of reference only, shall not be deemed to be a part of this Supplement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

1. SCOPE OF SUPPLEMENT

This Supplement and any exhibit(s) attached hereto apply to Internet products licensed under an Order Form that specifies Internet as further defined in this Section. This Supplement shall not apply to other products, including Ethernet, wavelength, dark fiber, or colocation.

1.1 “Internet Product” or “Product” means Internet connectivity and Bandwidth provisioned by Crown Castle at a Location. Internet Product includes, without limitation, the following types of Products:

- (a) **Internet Access (“IA”)**: Internet connectivity and Bandwidth provided via a connection at a Crown Castle POP.
- (b) **Dedicated Internet Access (“DIA”)**: Internet connectivity and Bandwidth provided via a local access from a Location to a Crown Castle POP.
- (c) **Fixed Wireless DIA**: Internet connectivity and Bandwidth provided for the local access from a Location to a Crown Castle POP utilizing fixed wireless technology.
- (d) **Internet Integrated with SD-WAN**: means Internet connectivity at a Location enabling a software defined wide area network, an application aware, policy driven network, delivered by an Edge Device or virtual instance of such device at the Location.

1.2 Available Options.

DDoS Defense (“DDoS Defense”): DDoS Defense is an available option to the Internet Product which consists of monitoring of IP traffic on the Product for possible DDoS attack and mitigation at the time of the DDoS attack. DDoS Defense can be purchased for a defined Product Term or on an as needed basis which is “Emergency Mitigation.”

2. ADDITIONAL DEFINITIONS

“95th Percentile Calculation” means the calculation method used to measure Bandwidth usage for burstable Internet Access and Dedicated Internet Access Products whereby samples for average Bandwidth utilization rates, both inbound and outbound traffic, will be collected at five (5) minute intervals on a calendar month basis and the highest five percent (5%) of samples will be discarded. The next highest sample will be chosen to represent the 95th percentile calculation for that month.

“Access Port” means the port on the Crown Castle Equipment at the Location which is the point of attachment and entry into the Crown Castle Network, and the Demarcation Point for the applicable Product.

“Bandwidth” or “BW” means the amount of data (quantified as “Mbps” or “Gbps”) made available to Licensee.

“Crown Castle POP(s)” means Crown Castle’s point of presence(s) at which Crown Castle provides interconnectivity to its networks routes and facilities.

“DDoS” means distributed denial of service.

“Frame Delivery Rate” means the monthly average percentage of IP packets successfully received from the relevant portion of the Crown Castle Network relative to the number of IP packets offered to the Crown Castle Network between the Crown Castle POPs and Access Port.

“Latency” means the monthly average round-trip transmission time (in milliseconds) for IP packets to travel on the relevant portion of the Crown Castle Network between the Crown Castle POPs and Access Port. Latency is measured (i) between the Crown Castle POPs and Access Port, and (ii) using Crown Castle’s network management systems or testing hardware. Crown Castle’s network management systems or testing hardware shall be the sole and conclusive source of measurements for the purposes of measuring Latency.

“Location” is an address wherein Crown Castle will hand off Product to Licensee.

“Product Availability” means the percentage of minutes during a calendar month that the licensed Product has not incurred a Product Outage. Product Availability is calculated as follows: (43,200 - total number of minutes of Product Outage during the calendar month) divided by 43,200.

“Product Credit” means a credit that Licensee may be eligible to receive in the event of a Product Outage or Product Performance Failure.

“Product Outage” means any period of time during which the Product is unable to send or receive data.

“Product Performance Failure” means a failure of the Product to meet any performance parameters set forth in Section 6.2.2 through 6.2.4 below. Product Performance Failure is not a Product Outage.

3. SPECIFICATIONS

The Specifications applicable to Internet Products are the performance parameters set forth in Section 6 below.

4. USE BY LICENSEE

4.1 The Product provides IP transit service via the Crown Castle Network to the public Internet.

4.2 The Product is configured at designated speeds on a port(s) at the Location utilizing Crown Castle Equipment. The selected speed of service, physical handoff type on the Licensee Equipment to the Licensee, pricing and length of the initial Product Term shall be set out in the individual Order Form.

4.3 Licensee shall utilize the Product(s) in compliance with all applicable international, federal, state and local laws and regulations, as well as abide by Crown Castle’s Customer Acceptable Use Policy, which is posted on Crown Castle’s website at crownccastle.com and incorporated herein by reference.

4.4 Upon expiration or termination of a Product for any reason, Licensee agrees to return to Crown Castle any IP addresses or address blocks assigned to Licensee by Crown Castle.

5. DDOS DEFENSE OPTION

If an Internet Product is ordered with DDoS Defense, then the following additional terms will apply:

5.1 When DDoS Defense detects an anomaly in Internet traffic that is symptomatic of a DDoS attack due to triggered thresholds or indicators of protocol misuse, it generates an alert to Crown Castle’s Network Operations Center (“NOC”). Crown Castle will investigate such anomaly. If Licensee confirms that a DDoS attack is occurring, Crown Castle will begin applying measures to block malicious packets while allowing the flow of non-suspect traffic to Licensee’s network. Crown Castle will use reasonable efforts to attempt to configure measures to minimize the effects of the DDoS attack and to reduce disruption of Licensee’s non-suspect traffic. Upon the conclusion of the DDoS attack, Crown Castle will cease mitigation measures. DDoS Defense does not monitor for attacks other than DDoS attacks.

5.2 If Crown Castle in its reasonable judgement determines that a DDoS attack is impacting, or may impact, the Crown Castle Network, Crown Castle may, without incurring any liability, take any action, including but not limited to blackhole filtering of Licensee’s traffic, which filtering would result in all traffic destined to Licensee being dropped.

5.3 Crown Castle will invoice Licensee (i) in advance for the MRC associated with DDoS Defense, and (ii) in arrears at Crown Castle's then current rates and charges for any Emergency Mitigation.

6. SERVICE LEVEL AGREEMENT

6.1 Product Service Level. Subject to this Section 6, in the event of a Product Outage to any licensed Product or a Product Performance Failure, Licensee may be entitled to a Product Credit in accordance with the applicable Service Level Objective set forth in Section 6.2 below. A Product Outage, or Product Performance Failure as the case may be, shall be deemed to begin upon the earlier of Crown Castle's actual knowledge of the same or Crown Castle's receipt of notice from Licensee of the same, and end when the Product is operational and in material conformance with the applicable Specifications. Notwithstanding anything to the contrary in this Supplement, the Agreement or any Order Form, in no event shall a Product Outage and/or Product Performance Failure and/or any other defect or failure in the Product be deemed to be or constitute a breach by Crown Castle of this Supplement, the Agreement or any Order Form. Traffic traversing the public Internet is not subject or applicable to this Section 6 or this Supplement.

6.2 Service Level Objectives.

6.2.1 Product Availability

If the Product Availability in any calendar month is less than the Product Availability objective set forth in the table below, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

Quality Level	Product Availability Objective	Measurement Timeframe	Product Credit	
			Cumulative Duration of Product Outage(s)	% of MRC
1	Product Availability	One Month	0 to 45 mins.	0%
			>45 mins. to 4 hrs.	10%
			>4 hrs. to 8 hrs.	15%
			>8 hrs. to 12 hrs.	20%
			>12 hrs. to 24hrs.	35%
			> 24 hrs.	50%

6.2.2 Latency

If the actual monthly average Latency exceeds the number of milliseconds set forth in the table below and such failure is quality-impacting, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

LATENCY	
Domestic US	Product Credit
45ms or less	No Credit
>45ms	10%

6.2.3 Frame Delivery Rate (Packet Delivery)

If the actual monthly average Frame Delivery Rate is less than the percentages set forth in the left column of the table below and such failure is quality-impacting, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

FRAME DELIVERY RATE	
Domestic US	Product Credit
99.9% or greater	No Credit
Less than 99.9%	10%

6.2.4 DDoS Defense

If an Internet Product is ordered with DDoS Defense, then the following performance parameter will apply to DDoS Defense only. In addition, the following performance parameter will not apply to Emergency Mitigation.

Description	Goal	Product Credit (applied as percentage of MRC for DDoS Defense)	
		16-30 minutes = 50%	More than 30 minutes = 100%
Time to Initiate Mitigation	15 minutes from initial DDoS alarm		

6.2.5 Burstable Internet

Bandwidth for burstable Internet Access and Dedicated Internet Access Products shall be measured using the 95th Percentile Calculation.

6.3 Product Credits. Product Credits hereunder are calculated as a percentage of the MRC set forth in the Order Form, and may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Licensee by Crown Castle. Product Credits hereunder may be paid only once per any given billing cycle. Product Credits issued to Licensee hereunder shall be Licensee's sole and exclusive remedy at law or in equity on account of any Product Outage and/or Product Performance Failure and/or any other defect or failure in the Product. Product Credits will not be issued to Licensee if Licensee's account with Crown Castle is in arrears. If an incident affects the performance of the Product and results in a period or periods of interruption, disruption, failure or degradation in quality, entitling Licensee to one or more credits under multiple quality level standards, only the single highest credit with respect to that incident will be applied, and Licensee shall not be entitled to credits under multiple quality level standards for the same incident. Notwithstanding anything to the contrary herein, the above-stated Product Credits shall not apply to Off-Net Products, and in the event of any Product Outage or Product Performance Failure of any Off-Net Product provided by Crown Castle to Licensee, Crown Castle agrees to pass through a credit equal to the credit received by Crown Castle from its underlying provider(s) for such Product Outage or Product Performance Failure, in lieu of the above-stated Product Credits. In no event shall Crown Castle's total liability for any and all interruptions, disruptions, failures, and/or degradations in quality (including, without limitation, any Product Outage or Product Performance Failure) exceed fifty percent (50%) of the MRC for the affected Product, with the exception of the DDoS Defense performance parameter in Section 6.2.4 which will not exceed one hundred percent (100%) of the MRC for the affected Product.

6.4 Product Credit Request. Licensee must submit a written request to claim a Product Credit no later than thirty (30) days following the event which gives rise to Licensee's right to request the Product Credit. Failure to request an allowance within such period shall constitute a waiver of any claim for a Product Credit.

6.5 Events Excepted From Product Credit. Notwithstanding the foregoing, Licensee shall not receive any Product Credit for any Product Outage, Product Performance Failure, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Licensee's (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Licensee Equipment, Licensee provided optical fiber, Licensee's end user equipment or Licensee's vendor's equipment;
- c. Failure of electrical power not provided by Crown Castle;
- d. Election by Licensee, after requested by Crown Castle, not to release the Product for testing and repair;
- e. Crown Castle's inability to obtain access required to remedy a defect in the Product or restore DDoS Defense;
- f. Scheduled maintenance periods;
- g. Scheduled upgrade of Product at the request of Licensee;
- h. Force Majeure Event;
- i. Disconnection or suspension of the Product by Crown Castle pursuant to a right provided under this Agreement;
- j. Failure of any local access circuits provided by Licensee;
- k. Crown Castle's inability to repair due to utility safety restrictions;
- l. Unavailability of required Licensee personnel, including as a result of Licensee's failure to provide Crown Castle with accurate, current contact information;
- m. Improper or inaccurate network specifications provided by Licensee;
- n. Unavailability of required spectrum not due to the fault or negligence of Crown Castle when fixed wireless is utilized in the provisioning of the Product;
- o. Dropping of Internet traffic pursuant to Section 5.2; and/or
- p. Licensee attempting to exceed maximum Bandwidth of Licensee's port connection to the Crown Castle Network.

7. ADDITIONAL TERMS

7.1 Disclaimer of Third Party Actions. At times, actions or inactions caused by third parties (e.g. DDoS attacks and unauthorized network intrusions) can produce situations in which Licensee connections to the Internet (or portions thereof) may be impaired or disrupted. In addition, third parties may attempt to intrude into or hack into Licensee's network. Crown Castle has no control over or responsibility for the security of Licensee's network or unauthorized intrusions into and/or unauthorized uses of Licensee's network and/or IP addresses used by Licensee. Crown Castle cannot guarantee that such situations will not occur, and accordingly Crown Castle disclaims any and all liability resulting from or related to such events. In the event that Licensee's use of the Product or such third parties is causing harm to the Crown Castle Network or its operations, Crown Castle shall have the right to suspend the Product. Crown Castle shall restore the Product at such time as it reasonably deems that there is no further harm or threat to the Crown Castle Network or its operations.

7.2 Network Traffic Samples. Crown Castle may collect small samples of network traffic for (i) support and maintenance of Product performance, and/or (ii) troubleshooting, prevention or correction of service impacting incidents or for correcting and defending against malicious and improper usage of Crown Castle Network and products (e.g. DDoS attacks, Botnet activity) ("Network Traffic Samples"). Network Traffic Samples typically include source and destination IP addresses, source and destination ports, and partial or in some cases full payload data, and may be stored in a secure system for historic, troubleshooting, or reporting purposes for up to one year. The collection of Network Traffic Samples is inherent in Crown Castle providing the Product. Crown Castle does not otherwise utilize Network Traffic Samples for any other purpose, including, but not limited to, collecting data for marketing or sales purposes, or selling or transferring of data to third parties. Crown Castle utilizes security best practices and provides reasonable and adequate protections to the systems that collect and store Network Traffic Samples. Crown Castle is unable to decrypt any Network Traffic Samples that are encrypted; therefore, Crown Castle highly recommends that Licensee encrypt its network traffic.

The Parties have executed this Supplement as of the last date of execution below.

LICENSEE:

CROWN CASTLE FIBER LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Additional Terms and Conditions for Internet Integrated with SD-WAN Products

This **Exhibit A** is hereby incorporated into the Internet Supplement as of the Supplement Effective Date, and the following terms and conditions of **Exhibit A** shall only apply to Internet Integrated with SD-WAN Products provided by Crown Castle to Licensee.

1. ADD-ON OPTIONS

- (a) **High Availability:** Dual Edge Devices deployed at the Location setup in a configuration to provide redundancy. The Edge Devices, deployed in a high availability configuration, are connected to each other with a fallback mechanism based on pre-determined policies.
- (b) **Next-Gen Firewall:** Additional security features to the Internet Integrated with SD-WAN Product, namely SSL inspection, URL and IP reputation and filtering, and L7 application controls.
- (c) **Unified Threat Management:** Additional security features to the Internet Integrated with SD-WAN Product, namely anti-virus protection, intrusion detection system (IDS), intrusion prevention system (IPS), file filtering, and SSL decryption and encryption.

2. ADDITIONAL DEFINITIONS

“Edge Device” means Crown Castle Equipment which can be physical or virtual and is part of the Internet Integrated with SD-WAN Product solution.

“Logical Changes” means Licensee requested basic modifications or changes performed remotely by Crown Castle’s Network Operations Center to the Internet Integrated with SD-WAN Product following the installation and delivery of such Product including, but not limited to, changes to routing tables.

“Network Controller” means the Crown Castle Equipment which provides physical or virtual device management for all Edge Devices associated with the controller.

“Software” means software which is embedded in the Edge Device and used in connection with the Internet Integrated with SD-WAN Product.

3. SPECIFICATIONS

The Specifications applicable to Internet Integrated with SD-WAN Products are as follows:

- (i) **IP Address Allocation:** The Edge Device may use one or more IP address blocks depending on the number of transport services at the Location. Each Internet Integrated with SD-WAN Product will have a unique IP address block.
- (ii) **Network Traffic Management:** Crown Castle’s network traffic policies will restrict the traffic flows to the subscribed committed information rate (“**CIR**”) in connection with the Internet Integrated with SD-WAN Product.

4. IMPLEMENTATION AND CONFIGURATION

4.1 Configuration and Pre-Installation Technical Documentation. Licensee shall reasonably cooperate with Crown Castle in the installation and configuration of the Internet Integrated with SD-WAN Product, and Licensee shall also assist in the completion of technical documentation prior to commencement of installation of the Internet Integrated with SD-WAN Product. The documentation provides Crown Castle with the information needed to design and configure the Internet Integrated with SD-WAN Product, including, but not limited to, access type and bandwidth, local area network and wide area network (“**WAN**”) design, number of users, and traffic types and priorities.

4.2 Licensee Responsibilities. Licensee will provide: (i) an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit, and humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit; (ii) power including UPS AC power equipment, circuit sizing to be determined, if applicable; (iii) emergency local generator backup service, if applicable; (iv) if interfacing with a third party IP service, provide, install and maintain a device that is capable of routing network traffic between the Internet Integrated with SD-WAN Product and the Licensee’s WAN; and (v) a point of contact for installation, Internet Integrated with SD-WAN Product activation, notices for Product Outages, configuration assistance, and any maintenance activities. Licensee is solely responsible for designating authorized Licensee representatives in connection with Licensee’s use of the Internet Integrated with SD-WAN Product, account access, maintenance, and configuration

permissions associated with the Internet Integrated with SD-WAN Product. Licensee shall promptly notify Crown Castle of any changes to permissions related to Licensee's authorized representatives on file with Crown Castle. In addition, Licensee is responsible for the performance of the applicable functions set forth on the Responsibility Matrix in Section 9 below.

4.3 Cross-Connections. As necessary for interconnection of the Internet Integrated with SD-WAN Product with service provided by others, Crown Castle may request (as applicable), and Licensee will provide to Crown Castle, circuit facility assignment information and design layout records necessary to enable Crown Castle to make the necessary cross-connection between the Internet Integrated with SD-WAN Product and Licensee's other service(s) from other provider(s). Crown Castle may charge Licensee non-recurring and monthly recurring cross-connect charges to make such connections.

4.4 Security Monitoring and Mitigation. Crown Castle monitors the Edge Device utilized in connection with the Internet Integrated with SD-WAN Product. Crown Castle does not provide monitoring of security events, any security event mitigation or advice regarding security issues or threats. Upon request by Licensee, Crown Castle will modify the configuration of the Internet Integrated with SD-WAN Product in accordance with the specifications provided by Licensee to attempt to mitigate security events and security threats identified by Licensee. Crown Castle's sole obligation is to implement the configuration settings requested by Licensee. Crown Castle makes no guarantees with respect to the detection or blocking of viruses/worms/malware or any other types of attacks, and is not responsible for any malicious data that may be transmitted over the Internet Integrated with SD-WAN Product.

4.5 Crown Castle Responsibilities. Crown Castle is responsible for the performance of the applicable functions as set forth on the Responsibility Matrix in Section 9 below. The Demarcation Point for the Internet Integrated with SD-WAN Product is the port on the Edge Device.

4.6 Proprietary Rights and Permitted Use. Licensee may use the Internet Integrated with SD-WAN Product(s) only for its own internal use. Licensee shall not assign, sell, transfer, distribute, lease, sublease, license, sub-license, or otherwise grant a right to use the Internet Integrated with SD-WAN Product to any third party. Licensee shall not use or copy any Software except as expressly permitted in the Agreement. Except to the extent such restrictions are not permitted under applicable law, Licensee agrees not to modify, adapt, alter, decompile, disassemble, reverse assemble, reverse engineer or otherwise attempt to derive source code for the Edge Device, Software or any other aspect of the Internet Integrated with SD-WAN Product. Licensee may not distribute, license, lease, rent, loan, or otherwise transfer the Software. Licensee shall not create derivative works based on the Software. Licensee may not export the Software or the underlying technology in contravention of the applicable U.S. and foreign export laws and regulations. Licensee acknowledges and agrees that portions of the Software, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Crown Castle and its licensors. Any Software provided hereunder is licensed only and is subject to this Supplement, and Crown Castle or its providers retain title in all copies of the Software. Licensee will not obtain title to, or ownership of any intellectual property rights in the Software or any copies thereof. Licensee's rights in the Software will be limited to those expressly granted in this Supplement. Crown Castle reserves all rights not expressly granted to Licensee under this Supplement.

4.7 Content and Transportation of Internet Integrated with SD-WAN Product. Licensee accepts that Crown Castle does not control or operate the content that is transmitted or transported via the Internet Integrated with SD-WAN Product(s), and Licensee shall be solely liable and responsible for the content, data and communications applicable to the Internet Integrated with SD-WAN Product. Licensee acknowledges that Crown Castle will have network access to communicate with the Edge Device for purposes such as authentication and Software updates; and will have access to, and may utilize for any purpose all information regarding networking characteristics, usage, performance and related information involved in the use of the Internet Integrated with SD-WAN Product ("Key Performance Indicators" or "KPI"). Crown Castle will protect this KPI, and will not divulge to anyone outside of Crown Castle, or its subcontractors and agents, unless required by law via a subpoena.

4.8 Fraudulent Use of Product. Crown Castle shall not be held liable for any usage, charges and/or damages resulting from Licensee's fraudulent or unauthorized use of the Internet Integrated with SD-WAN Product, Software and/or Edge Devices. Licensee will not use the Internet Integrated with SD-WAN Product in any unlawful, abusive, or fraudulent manner. If Crown Castle has reason to suspect Licensee is abusing the Internet Integrated with SD-WAN Products or using them fraudulently or unlawfully, Crown Castle reserves the right to immediately suspend, restrict, or terminate the Internet Integrated with SD-WAN Products without notification. In such an event, Licensee will be held liable for all usage, including but not limited to, any and all fraudulent usage.

5. INTERNET INTEGRATED WITH SD-WAN LICENSEE PORTAL

Crown Castle will provide the Licensee with a password-protected web portal to view performance information regarding Licensee's Internet Integrated with SD-WAN Product.

6. FEES FOR INTERNET INTEGRATED WITH SD-WAN PRODUCTS

In the event that amounts charged to Crown Castle under its underlying third party reseller agreement are increased in connection with the Internet Integrated with SD-WAN Products, Crown Castle shall have the right to charge Licensee for such increase, which shall be added to the MRCs to be paid by Licensee for the applicable term. In the event of any such increase, Crown Castle will provide prior written notice to Licensee, and any such increases in charges will not take effect until Licensee's receipt of such notice.

7. EMERGENCY BLOCKING

The Parties agree that if either Party, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, then the applicable Party may block any transmission path over its network by the other Party where transmissions do not meet material standard industry requirements and after engaging in reasonable and good faith efforts to notify the other Party of the need to block. Any such blockage will be without any liability or obligation to the other Party. The Parties further agree that none of their respective obligations to each other under the Agreement, Supplement and Order Form will be affected by such blockage, except if Licensee is the Party being blocked, then Licensee will not be obligated to make payments for the circuit(s) which is so blocked until such time as the blockage is removed.

8. CHANGES

During the Product Term, Crown Castle will perform certain Crown Castle configuration changes with respect to the Internet Integrated with SD-WAN Product upon request by Licensee, following installation and delivery of the Internet Integrated with SD-WAN Product and subject to additional charges, certain charges of which are detailed below.

Change Type	Time of Day	Rates Per Incident (Charged per Product)
Technician dispatch	7:01 AM to 6:59 PM	\$250 per hour, 4-hour minimum
Technician dispatch	7:00 PM to 7:00 AM	\$375 per hour, 4-hour minimum
Logical Changes – Remote	7:01 AM to 6:59 PM	\$200 per hour, 1-hour minimum
Logical Changes – Remote	7:00 PM to 7:00 AM	\$300 per hour, 1-hour minimum

The charges above may be increased once per contract year upon notice to Licensee by the percentage increase, if any, in the Consumer Price Index – Urban Wage Earners and Clerical Workers (U.S. City Average, All Items, Base 1982-1984 equals 100) as published by the United States Department of Labor, Bureau of Labor Statistics.

9. RESPONSIBILITY MATRIX - INTERNET INTEGRATED WITH SD-WAN PRODUCT

Function	Crown Castle	Licensee
Strategic direction		X
Appropriate space, power, operating environment		X
Network design	X	X
Monitoring	X	
Fault isolation	X	
Fault restoration – Physical	X	
Fault restoration – Logical	X	
Break fix maintenance	X	
Change management – Physical	X	
Change management – Logical	X	
Configuration back-up	X	
Security policy and updates	X	
Utilization reporting	X	

TAB D – Required Forms

1. The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;
- 3.Attachment III, Notice of Conflict of Interest
- 4.Attachment IV, Proposer Contact Information
- 5.Attachment V, Proposer’s Reference Form
- 8.Attachment VIII, Drug-Free Workplace Certification
- 9.Attachment IX, Certification Regarding Debarment
- 10.Attachment X, Certification Regarding Lobbying
- 11.Attachment XI, E-Rate Supplemental Terms

Attachment II
Required Provisions Certifications

1. **Business/Corporate Experience**

This is to certify that the Proposer has:

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

2. **Prime Vendor**

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

3. **Meets Legal Requirements**

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

4. **Business Licensing**

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

5. **Federal Debarment**

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

6. **Conflict of Interest**

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

7. **Statement of No Inducement**

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

8. **Statement of Non-Disclosure**

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

9. **Statement of Non-Collusion**

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

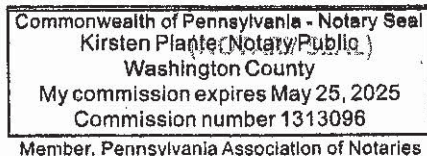
10. **Scrutinized Companies Certification**


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

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

STATE OF Pennsylvania _____ Tara Johns _____ 
COUNTY OF Washington _____ **Authorized Representative (Print)** **Authorized Representative (Signature)**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of January, 2024, by Tara Johns (name of authorized representative) as Attorney (position title) for Crown Castle Fiber LLC (Vendor Name).





Notary Signature
Kirsten Planter

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☒ OR Produced Identification _____ Type of Identification _____

Attachment III
Notice of Conflict of Interest

Company Name: Crown Castle Fiber LLC

Solicitation Number: RFP 250-2024

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board. Proposers shall complete either Section 1 or Section 2.

Section 1

I hereby certify that to the best of my knowledge 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)

Tara Johns

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
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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	Bob Helmick	Bob Helmick
Title	Account Executive	Account Executive
Street Address:	8517 Southpark Circle, Suite 150	8517 Southpark Circle, Suite 150
City, State, Zip code	Orlando, FL 32818	Orlando, FL 32818
Telephone:(Office)		
Telephone:(Cell)	(407) 844-8612	(407) 844-8612
Email	Bob.Helmick@crowncastle.com	Bob.Helmick@crowncastle.com

Crown Castle Fiber LLC		1/4/24
Company Name	Authorized Representative (Signature)	Date
01-0570431	Tara Johns	
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.

Crown Castle, Crown Castle International, Crown Castle Fiber LLC

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

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2023. References shall not be given by:

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

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

Proposer's Reference Form

Reference #1

Proposer Name: Crown Castle Fiber

Reference Company Name: Volusia County School District

Address: 200 N. Clara Ave. DeLand, FL 32720

Primary Contact Person: Derek Mason Alternate Contact Person: Carlos Ayala

Primary Contact Phone: 386-734-7190 X 20120 Alternate Contact Phone: 386-734-7190 X 20651

Contract Performance Period: 2008 - Present Location of Services: DeLand, FL.

Brief description of the services performed for this reference:

Crown Castle has provided dark fiber wide area network with SFPs to be a "Flexible Private Line" since 2008 for 70 sites. Additionally, Crown Castle provides Internet Services and DDoS.

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

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ OR Produced Identification ☐ Type of Identification _____

Proposer's Reference Form

Reference #2

Proposer Name: Crown Castle Fiber

Reference Company Name: Sarasota County Schools

Address: 1960 Landings Blvd. Sarasota, FL 34231

Primary Contact Person: Eric Waldron Alternate Contact Person: _____

Primary Contact Phone: 941-927-9000 X 68054 Alternate Contact Phone: 941-927-9000

Contract Performance Period: 2013 - Present Location of Services: Sarasota County Schools

Brief description of the services performed for this reference:

Crown Castle provides Internet Services to the district.

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

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ OR Produced Identification ☐ Type of Identification _____

Proposer's Reference Form

Reference #3

Proposer Name: Crown Castle Fiber LLC

Reference Company Name: The School Board of Palm Beach County FL

Address: 3300 Forest Hill BLVD West Palm Beach FL 33406

Primary Contact Person: Michael Sims Alternate Contact Person: Michael Sims

Primary Contact Phone: 561-577-8702 Alternate Contact Phone: _____

Contract Performance Period: 07/22 to 07/25 Location of Services: 3300 Forest Hill BLVD West Palm Beach FL

Brief description of the services performed for this reference:

2 Diversely routed 50GIG Dedicated Internet Access circuits

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

(NOTARY SEAL)

Notary Signature

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ OR Produced Identification ☐ Type of Identification _____

Attachment VIII

Drug-Free Workplace Certification

The undersigned Proposer, in accordance with Florida Statue 287.087, hereby certifies that.

Crown Castle Fiber LLC

does:

Name of Business

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

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

Signature of Authorized Officer



Date

1/4/22

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


Lower Tier Covered Transactions

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

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

(Read instructions on page two before completing certification.)

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

ORGANIZATION NAME	Crown Castle Fiber LLC	PR/AWARD NUMBER OR PROJECT NAME	Internet Service Provider
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)			
Tara Johns, Attorney			
SIGNATURE(S)			DATE
			1/18/21

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

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

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



Crown Castle
8020 Katy Freeway
Houston, TX 77024

**CROWN CASTLE FIBER LLC
ASSISTANT SECRETARY'S CERTIFICATE**

I, Inge Pasman, do hereby certify that I am the Assistant Secretary of CROWN CASTLE FIBER LLC, a New York limited liability company ("Company"), and further certify that:

1. Kate Snyder is an Associate Attorney of the Company and continues to hold such position as of the date below; and
2. pursuant to the Company's Commitment Authority Policy, dated July 12, 2022, an Associate Attorney is authorized to execute and submit the proposal, including any documents contained therein or related thereto, with respect to the Leon County Schools Internet Service Provider Request for Proposals (RFP 250-2024) on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 4th day of January, 2024.

A handwritten signature in blue ink that reads 'Inge Pasman'.

Inge Pasman, Assistant Secretary
Crown Castle Fiber LLC

Attachment X
Certification Regarding Lobbying
For Contracts, Grants, and Cooperative Agreements

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

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

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

By  Date: 1/4/24
(Signature of Official (Attorney, an authorized Crown Castle Fiber LLC signatory) Authorized to Sign Application)

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

For _____
Name of Grantee

Title of Grant Program

Attachment XI

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

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

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

E-Rate Supplemental Terms and Conditions
Attachment XI
RFP 250-2024
Internet Service Provider

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

I, the undersigned, as an authorized agent of Crown Castle Fiber LLC (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: Attorney

Phone Number: (724) 743-7472 Email: tara.johns@crowncastle.com

Service Provider Name: Crown Castle Fiber LLC

Legal Exceptions

LEGAL EXCEPTIONS AND CLARIFICATIONS TO RFP TERMS AND CONDITIONS

Crown Castle Fiber LLC (“CCF”) responds to Leon County Schools (“District”) Request for Proposal for an internet service provider, due January 9, 2024 (together with all appendices and other attachments, collectively, the “RFP”), subject to and conditioned upon the exceptions and clarifications to the RFP terms and conditions set forth in CCF’s RFP response as well as below, notwithstanding any statements to the contrary in the RFP or in any documents CCF is required to sign and submit with its response to the RFP.

- 1. Definitive Agreement–Exception/Clarification:** CCF proposes to contract using an Order Form to describe the particular services, term and pricing options selected by District, with said Order Form being governed by CCF’s standard Master Telecommunications License Agreement (the “MTLA”) and any necessary product supplements, copies of which are included with CCF’s response to the RFP (the Order Form, MTLA and any product supplements, collectively, the “Agreement”). To the extent the RFP includes terms and conditions that conflict with or are in addition to those terms and conditions set forth in CCF’s response, the exceptions below or the Agreement, CCF respectfully takes exception and requests an opportunity to negotiate the same with District, with the mutually acceptable negotiated terms being the governing agreement (the “Definitive Agreement”). All references in the RFP to the “agreement” or the “contract” shall mean the Definitive Agreement.
- 2. Complying with Applicable Laws – Exception/Clarification:** CCF acknowledges that it complies with all applicable laws.
- 3. References – Exception/Clarification:** Because of the holidays, CCF has been unable to receive back on time its references’ signatures and notarization of the District’s reference forms. CCF includes its references with this proposal and will forward the signed and notarized reference forms to the District once it receives them.
- 4. Subcontractors – Exception/Clarification:** CCF cannot, at this time, provide a list of subcontractors contemplated being used on this project or their respective experience or qualifications. CCF selects subcontractors prior to the work being commenced based upon, among other things, the type and complexity of work, subcontractor availability and CCF’s recent experience with its subcontractors. If the project is awarded to CCF, it will provide to the District a list of contemplated subcontractors as well as their experience and qualifications upon the District’s request. All payment procedures to CCF’s subcontractors, including timing and any penalties related to such timing, will be in accordance with the Definitive Agreement. Similarly, CCF has not yet selected staff that would be working on this project, because, in the normal course of its business, CCF would do so after being awarded the project. If the project is awarded to CCF, it will provide to the District its contemplated staffing plan as well as the staff’s experience and qualifications upon the District’s request.
- 5. Indemnification – Exception/Clarification:** While CCF does not object to indemnifying District, the terms of indemnification would be as provided in the Definitive Agreement

6. **Force Majeure– Exception/Clarification:** The parties' rights and obligations as it relates to force majeure circumstances shall be as described in the Definitive Agreement.
7. **Termination -- Exception/Clarification:** Any substitution or change in service, or any early termination, reduction or cancellation of service by District, other than for an uncured material default by CCF, would have to include a negotiated early termination payment to CCF in light of the capital investment that CCF would be making in reliance on the Definitive Agreement. For any termination for non-appropriation, CCF respectfully requests that District demonstrates that **(a)** it made commercially reasonable good faith efforts to obtain the appropriate appropriation of funding, and **(b)** the same or similar services are not procured from another provider for the same period of time for which District was unable to appropriate funds under the Definitive Agreement.
8. **Access to Contract-Related Documentation – Exception/Clarification.** If the District reasonably demonstrates that it requires the inspection, review, and/or copies of contracts and documents for audit compliance purposes, any such inspection, review, or provisioning of copies will require reasonable, advanced prior written notice. CCF will use commercially reasonable efforts to allow the inspection, review, or copying of such information, subject to any applicable confidentiality provisions or other restrictions imposed on the sharing or copying of such information.
9. **Invoicing – Exception/Clarification:** The invoice, payment process, and dispute process shall be as described in the Definitive Agreement. Because it is practically unfeasible for its high-volume business, CCF's systems will unfortunately be unable to provide District with invoices for pre-approval in advance of invoicing USAC. CCF will coordinate with District on USAC funding and invoicing as needed, but our accounts payable systems do not accommodate obtaining pre-approval before sending all forms and invoices to USAC. Per CCF's established billing processes, CCF does not submit Form 474 SPI Invoices to any customer for review and approval. CCF is solely responsible for timely filing of invoices with USAC.



MASTER TELECOMMUNICATIONS LICENSE AGREEMENT

LICENSEE:	
Address:	
State of Organization:	

This **MASTER TELECOMMUNICATIONS LICENSE AGREEMENT** is effective as of the last date of execution below ("Effective Date") by and between **CROWN CASTLE FIBER LLC** ("Crown Castle" or "Company"), and Licensee (as named above). This Master Telecommunication License Agreement and any and all Supplements (as defined herein) and exhibits hereto are collectively referred to as the "Agreement". Crown Castle and Licensee are collectively referred to as the "Parties" or individually as a "Party".

1. PRODUCTS, ORDER FORMS, AND SUPPLEMENTS.

1.1 Products and Order Forms. This Agreement applies to each telecommunications facility, or product, provided or licensed by Crown Castle to Licensee (each a "Product"). Each Product will be specified in an order form executed by the Parties (each an "Order Form"). Purchase orders issued by Licensee shall not be deemed to amend, modify or supplement this Agreement or any Order Form issued hereunder and shall not be legally binding on Crown Castle unless otherwise agreed in writing by Crown Castle.

1.2 Supplements. From time to time, the Parties may execute one or more supplements to this Agreement that may contain technical specifications, service level objectives, and other terms and conditions applicable to specific types of Products (each a "Supplement"). Upon execution by the Parties, each such Supplement shall be incorporated into this Agreement. In the event Crown Castle and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by an Order Form, then the product-specific portion of the then-current version of the "Crown Castle Terms and Conditions" available at <https://www.crowncastle.com/terms-and-conditions> ("Online Terms") shall apply.

1.3 Crown Castle Affiliates. At Crown Castle's option, Products may be provided or licensed by Crown Castle, or by an Affiliate of Crown Castle. Any charges or other amounts received by Crown Castle under this Agreement, to the extent attributable to Products provided or licensed by an Affiliate of Crown Castle, shall be received by Crown Castle in its capacity as an agent on behalf of such Affiliate. Internet access will be provided by Crown Castle's affiliate, Crown Castle Fiber Enterprise LLC. In addition, Order Forms may be executed by an Affiliate of Crown Castle, and in such event, any and all references to "Crown Castle" herein shall be deemed to be a reference to the applicable Affiliate of Crown Castle that executed such Order Form. The term "Affiliate" as used hereunder shall mean, with respect to either Party, any entity controlled by, in control of, or under common control with such Party.

2. TERM.

2.1 Agreement Term. The term of this Agreement commences on the Effective Date, and continues through the later of (i) five (5) years from Effective Date, or (ii) latest expiration of active Order Forms, unless earlier terminated as provided herein. This Agreement is a set of general terms and conditions, and does not obligate either Party to provide or pay for any Product other than as reflected in a particular Order Form executed by the Parties.

2.2 Product Term. The term for each Product (each a "Product Term") begins on the Acceptance Date (as defined below) applicable to such Product, and remains in effect until the expiration of the initial Product Term specified in the applicable Order Form unless earlier terminated as provided herein. The Product Term shall automatically extend for consecutive one-year renewal terms, unless either Party notifies the other of its intent not to renew at least ninety (90) days prior to the expiration of the then-current initial or renewal Product Term.

2.3 Acceptance Date. The "Acceptance Date" for each Product shall be the earliest of (a) the date on which Licensee delivers written notice of acceptance, (b) the date on which Licensee begins to use the Product, other than for testing purposes, or (c) the second (2nd) business day following Crown Castle's delivery of notice of the installation of the Product (such notice, a "Connection Notice"), unless Licensee notifies Crown Castle in writing within said two-day period of a Defect in the Product, specifying in detail the nature of such Defect. A "Defect" exists if the Product fails to perform materially in accordance with its technical specifications as set forth in the applicable Supplement ("Specifications"). Upon receipt of notice of a Defect, Crown Castle and Licensee shall work cooperatively to promptly remedy such Defect, and Crown Castle shall deliver another Connection Notice, whereupon the process described in the first sentence of this Section shall apply again. If the Acceptance Date is delayed as a result of any failure, act or omission of Licensee, Crown Castle will give Licensee written notice to cure such failure within five (5) calendar days. If Licensee fails to cure within such period, the Acceptance Date will be deemed to be the end of such five (5) calendar-day period.

3. PAYMENT TERMS.

3.1 Charges. Crown Castle will invoice Licensee for any non-recurring charge (“NRC”) associated with the Product upon or after execution of the applicable Order Form. The monthly-recurring charge (“MRC”) associated with the Product shall begin to accrue on the Acceptance Date of such Product. Crown Castle will invoice Licensee the MRC associated with the Product in advance, except Crown Castle will invoice Licensee usage based charges (if any) associated with the Product in arrears. An MRC for a partial month will be pro-rated. Licensee shall be responsible for payment of the MRC for the entire Product Term specified in the applicable Order Form.

3.2 Payments; Late Payments. Licensee shall pay each invoice within thirty (30) days of the date of the invoice (the “Due Date”), without setoff or deduction. In the event Licensee fails to make any payment by the Due Date, Licensee shall pay a late charge on all past due amounts at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Crown Castle shall be entitled to recover from Licensee all collection costs, including attorney fees.

3.3 Disputed Payments. Licensee may in good faith dispute charges set forth in an invoice, provided Licensee notifies Crown Castle of such dispute in writing no later than sixty (60) days after the date of the invoice. Failure of Licensee to so notify Crown Castle of any dispute shall constitute a waiver by Licensee of any dispute. In the event Licensee so disputes any amount in good faith, Licensee must submit a documented claim in writing for the disputed amount and pay the undisputed amounts in accordance with Section 3.2. Licensee shall submit all documentation as may reasonably be required to support the claim. If the dispute is resolved in favor of Licensee and Licensee previously paid the disputed amount to Crown Castle, Crown Castle will apply a credit to Licensee’s account in the amount of the dispute. If the dispute is resolved in Crown Castle’s favor and Licensee has withheld the disputed amount, Licensee must pay the disputed amount (together with the late payment charge pursuant to Section 3.2) within five (5) business days following notice of the resolution of the dispute.

4. TAXES AND FEES.

4.1 Taxes and Fees. All charges set forth in an Order Form(s) are exclusive of, and Licensee shall be responsible for and agrees to pay, any and all applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, franchise and other taxes, fees, assessments, duties and surcharges (including, without limitation, any universal service fund surcharge) levied or imposed upon Crown Castle or Licensee in connection with the provision, sale or use of the Product or facility furnished to Licensee and which Crown Castle is required or permitted to collect from Licensee (collectively referred to as “Taxes”). Licensee shall not be responsible for, and Taxes will not include, taxes on Crown Castle’s net income. If Licensee believes it is exempt from Taxes, Licensee shall provide Crown Castle with a valid and duly executed exemption certificate and any other information with respect to such exemption as Crown Castle may require; such certificate will be honored from the date that Crown Castle receives such certificate and additional information from Licensee. If any such exemption is ruled invalid by the tax or governmental authority for any reason, Licensee shall reimburse Crown Castle for any Taxes, including without limitation any penalties and interest, arising from or in connection with such invalid claim of exemption.

4.2 REIT Status. Licensee acknowledges that: (i) Crown Castle is directly or indirectly owned in whole or in part by an entity (“REIT Owner”) that qualifies as a “real estate investment trust” (“REIT”) under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the “Code”); and (ii) Crown Castle and REIT Owner are therefore subject to operating and other restrictions under the Code. The Parties intend that this Agreement shall constitute a lease of the Products for purposes of Section 856 of the Code, and the Parties shall not take any position on any tax return inconsistent therewith except as required by law.

5. CROWN CASTLE EQUIPMENT AND NETWORK; LICENSEE EQUIPMENT.

5.1 Crown Castle Equipment; Crown Castle Network. The telecommunications devices, apparatus and associated equipment owned, leased, or otherwise obtained by Crown Castle to provide Products (“Crown Castle Equipment”) and Crown Castle’s fiber optic cable network and associated optical/electronic equipment used to deliver Products, whether owned, leased or otherwise obtained by Crown Castle (the “Crown Castle Network”) shall remain the sole and exclusive property of Crown Castle notwithstanding that it may be or become attached or affixed to real property, and nothing contained herein or in any Order Form grants or conveys to Licensee any right, title or interest in any Crown Castle Equipment or the Crown Castle Network. Licensee may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Crown Castle Equipment or the Crown Castle Network without the prior written consent of Crown Castle. Licensee may not cause any liens to be placed on any Crown Castle Equipment or the Crown Castle Network, and will cause any such liens to be removed within ten (10) days of Licensee’s knowledge thereof. Licensee shall be liable to Crown Castle for any loss or damage to the Crown Castle Equipment or Crown Castle Network caused by Licensee or Licensee’s employees, contractors, agents or end users. Nothing herein shall prevent Crown Castle from using the Crown Castle Network and Crown Castle Equipment to provide products to other customers.

5.2 Extension of Network. To the extent an Order Form requires Crown Castle to complete construction, extend the Crown Castle Network and/or obtain additional Underlying Rights, Licensee shall use commercially reasonable efforts to assist Crown Castle in obtaining such Underlying Rights as necessary to provide the Product. Crown Castle may, without liability to either Party, terminate a Product prior to delivery, if Crown Castle encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible. Following the Acceptance Date of the Product, in the event that Crown Castle is unable to maintain any necessary Underlying Rights without incurring additional costs, unless Licensee bears the costs of obtaining such Underlying Rights, Crown Castle may cancel the applicable Order Form and shall incur no liability to Licensee hereunder. Without limiting the foregoing, Crown Castle shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Product installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining, any required Underlying

Rights, (iii) construction delays, or (iv) any other circumstances beyond the control of Crown Castle. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Crown Castle Network and/or for Crown Castle to provide a Product other than building access rights described in Section 7.1. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Products that are necessary for Crown Castle to provide a Product. “Off-Net Product” shall mean any product provided by a third-party. “On-Net Product” shall mean any Product that uses transmission and related facilities owned and controlled by Crown Castle.

5.3 Licensee Equipment. Licensee shall, at its own expense, procure any equipment necessary to implement or receive each Product (“Licensee Equipment”). Crown Castle will have no obligation to install, maintain, or repair Licensee Equipment. Promptly upon notice from Crown Castle, Licensee shall eliminate any hazard, interference or Product obstruction that any such Licensee Equipment is causing or may cause as reasonably determined by Crown Castle.

6. MAINTENANCE.

6.1 Scheduled Maintenance. Crown Castle will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt the Product between 12:00 midnight and 6:00 a.m. local time or, upon Licensee’s reasonable request, at a time mutually agreed to by Licensee and Crown Castle. Crown Castle will use commercially reasonable efforts to notify Licensee of scheduled maintenance that is reasonably expected to interrupt the Product via telephone or e-mail, no less than five (5) days prior to commencement of such maintenance activities. Licensee shall provide a list of Licensee contacts for maintenance and escalation purposes, which may be included on the Order Form, and Licensee shall provide updated lists to Crown Castle, as necessary.

6.2 Emergency Maintenance. Crown Castle may perform emergency maintenance in its reasonable discretion, with or without prior notice to Licensee, to preserve the overall integrity of the Crown Castle Network. Crown Castle will notify Licensee as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts a Product.

6.3 Product Issues. Licensee may notify Crown Castle’s Network Operating Center (“NOC”) of Product problems by telephone 1-855-93-FIBER (855-933-4237), or at the contacts listed in Crown Castle’s Customer Support Information provided to Licensee, which may be updated by Crown Castle from time to time. If Crown Castle dispatches a field technician to Licensee or an end-user location and the problem is caused by (i) the Licensee Equipment or any end-user’s equipment or (ii) any acts or omissions of Licensee or its end user, or of any of its or their invitees, licensees, customers or contractors, Licensee will pay Crown Castle for any and all associated time and materials at Crown Castle’s then-standard rates.

7. IMPLEMENTATION REQUIREMENTS.

7.1 Access to Premises. Unless otherwise provided in the applicable Order Form, Licensee, at its own expense, shall secure throughout the Product Term any easements, leases, licenses or other agreements necessary to allow Crown Castle to use pathways into and in each building at which Licensee’s or its end-user’s premises is located, to the Demarcation Point. Such access rights shall grant to Crown Castle the right to access such premises to the extent reasonably requested by Crown Castle to install, maintain, repair, replace and remove any and all equipment, cables or other devices Crown Castle deems necessary to provide the Product. Upon expiration or termination of the applicable Product Term, Licensee shall grant Crown Castle access to its premises as necessary to enable Crown Castle to remove the Crown Castle Equipment. Crown Castle, its employees, contractors and agents shall have access to any Crown Castle Equipment or facilities at a Licensee or end user premises. Notwithstanding anything to the contrary herein, Crown Castle shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Licensee (including, but not limited to, the failure to provide Crown Castle prompt access) and/or caused by any notice or access restrictions or requirements. “Demarcation Point” shall mean the network interface point where Crown Castle hands off the Product to Licensee. The Demarcation Point delineates where responsibility for the Parties’ respective networks, equipment and/or maintenance obligations begin and end. Licensee is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

7.2 Space and Power. Licensee shall procure and make available to Crown Castle, at Licensee’s locations and at end user locations where a Product is provided or licensed, at Licensee’s sole cost and expense, adequate space, AC power and HVAC for Crown Castle Equipment.

7.3 Property Owner Not Liable. Neither Licensee nor any of Licensee’s end-users shall have any recourse against any property owner or property manager of any premises to which any Product is delivered and/or at which Crown Castle Network or Equipment is located, as a result of or in reliance upon this Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Crown Castle, nor shall Crown Castle have any liability, for or on behalf of such property owner or property manager.

8. DEFAULT & REMEDIES

8.1 Default By Licensee; Suspension. In the event (i) Licensee fails to timely and fully make any payment required hereunder, and such payment breach is not cured within five (5) days after written notice thereof, or (ii) Licensee breaches any other provision of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof, then Crown Castle may, at its sole option, either (a) terminate any and all Products, (b) suspend the affected Product to which the breach is related without further notice to Licensee, and/or (c) pursue any other remedies available to Crown Castle at law, or in equity.

8.2 Default By Crown Castle. Licensee may terminate a Product in the event Crown Castle breaches this Agreement with respect to such Product and such breach is not cured within thirty (30) days after Crown Castle's receipt of written notice thereof, provided that if a breach subject to this Section 8.2 cannot be cured within thirty (30) days, but is capable of being cured within a reasonable time thereafter, then Licensee may not terminate the Product if Crown Castle commences to cure within said thirty (30) days and thereafter diligently and continuously pursues such cure to completion, or Crown Castle provides Licensee reasonable assurance that the same breach to the same Product will not subsequently occur.

9. INSURANCE.

9.1 Insurance. Each Party shall procure and maintain the following insurance coverage:

- Commercial General and Umbrella Liability Insurance. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. Each Party shall name the other Party as an additional insured to provide coverage for the additional insured on a primary and non-contributory basis. The coverage provided to the additional insured shall apply to the extent of the indemnification obligation identified in paragraph 10.2.
- Workers Compensation Insurance. Workers compensation and employers liability insurance as required by the laws and regulations applicable to the employees who are engaged in the performance of any activities hereunder or under an Order Form.

9.2 Type and Proof of Insurance. The insurance coverage required by this Section 9 shall be obtained on an occurrence basis from carriers having a Best Rating Product rating of A- or better. Upon request, a Party will provide the other Party a certificate of insurance or other proof of such insurance.

10. LIMITATION OF LIABILITY; INDEMNIFICATION.

10.1. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT OR ANY ORDER FORM, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

CROWN CASTLE'S TOTAL LIABILITY TO LICENSEE IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) PROVEN DIRECT DAMAGES OR (B) THE AGGREGATE AMOUNT OF PAYMENTS MADE BY LICENSEE TO CROWN CASTLE FOR THE AFFECTED PRODUCT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CIRCUMSTANCES GIVING RISE TO THE CLAIM OCCURRED. IN NO EVENT SHALL CROWN CASTLE BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF UNAFFILIATED THIRD PARTIES, INCLUDING UNDERLYING PRODUCT PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR PRODUCTS NOT PROVIDED OR LICENSED BY CROWN CASTLE.

10.2. Indemnification. Except to the extent of the other Party's negligence or willful misconduct, each Party shall indemnify, defend, release, and hold harmless the other Party, its Affiliates, directors, members, officers, employees, managers, agents, representatives, and contractors (collectively, "Indemnitees") from and against any third-party action, claim, suit, judgment, damage, demand, loss, or penalty, and any cost or expense associated therewith (including but not limited to reasonable attorneys' fees, expert fees and costs) (collectively, "Claims") imposed upon such Indemnitee(s) by reason of damage to real or tangible personal property or for bodily injury, including death, as a result of any willful misconduct or negligent act or omission on the part of the indemnifying Party in connection with the performance of this Agreement. In addition to the foregoing, Licensee shall indemnify, defend, release, and hold harmless Crown Castle and its Indemnitees from and against any third-party Claims brought against Crown Castle and its Indemnitees arising from or in connection with Licensee's (or its end users') unlawful use of a Product.

10.3. Indemnification Process. If a Party ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") pursuant to Section 10.2, the Indemnified Party shall promptly notify the Indemnifying Party. The Indemnifying Party will be permitted to assume primary control of the defense of the action with counsel of the Indemnifying Party's choice. The Indemnified Party will cooperate in the defense of the action as requested by the Indemnifying Party. The Indemnified Party may, but shall not be required to, participate in the defense of the action with its own counsel, at its own expense. The Indemnifying Party will assume the cost of the defense on behalf of the Indemnified Party and its Affiliates (other than the expense of Indemnified Party's counsel pursuant to the immediately preceding sentence) and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnified Party or its Affiliates in connection therewith, provided that without the Indemnified Party's written consent, the Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, or wrongdoing on the part of the Indemnified Party, which would otherwise adversely affect the Indemnified Party, or which results in less than a full release of all claims.

11. REPRESENTATIONS AND WARRANTIES.

11.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CROWN CASTLE MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND CROWN CASTLE HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-INFRINGEMENT, (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (iii) PERFORMANCE OR INTEROPERABILITY OF THE PRODUCT WITH ANY LICENSEE OR END-USER EQUIPMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY OR FURNISHED BY ANY THIRD PARTY.

11.2 Each Party represents and warrants to the other that (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products (including but not limited to the FCC's "intermediate provider" requirements, 47 CFR § 64.2119, where applicable), and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

12. CONFIDENTIALITY; SERVICE MARKS; PUBLICITY.

12.1 Confidentiality. "Proprietary Information" means any information supplied by the disclosing Party, or its Affiliate, to a receiving Party, or its Affiliate, or obtained by the receiving Party, or its Affiliate, in the provision or receiving of a Product hereunder, in each instance relating to the disclosing Party, its Affiliates, and/or its customers which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential, including but not limited to customer proprietary network information. Proprietary Information shall not include any of the following: (i) information that has been, or is subsequently, made public by the disclosing Party through no wrongful act of the receiving Party; (ii) information that is independently developed by the receiving Party without using any Proprietary Information of the disclosing Party; and (iii) information that has been previously known by or disclosed to the receiving Party by a third party not bound by confidentiality restrictions. Pricing information exchanged in connection with this Agreement, or included in any Order Form hereunder, and the terms and conditions of this Agreement, are hereby designated as confidential without further obligation on the part of either Party to mark or designate it as such. Each Party shall maintain in strict confidence all Proprietary Information of the other. Neither Party shall disclose Proprietary Information to any third person, except a receiving Party shall be permitted, without the disclosing Party's prior written consent, to disclose Proprietary Information to its employees and Affiliates, financial, technical and professional advisors, representatives, contractors, subcontractors and consultants provided that the receiving Party has taken reasonable steps to ensure that such Proprietary Information is kept strictly confidential consistent with the confidentiality obligations hereunder. In addition, Crown Castle may use the Proprietary Information of Licensee to offer and/or discuss additional Products or other Crown Castle products to Licensee unrelated to the Products Licensee currently receives pursuant to this Agreement. If a receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then to the extent permitted by applicable law, such receiving Party shall provide the disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or shall waive the receiving Party's compliance with the requirements of the foregoing sentence with respect to all or part of such Proprietary Information.

12.2 Service Marks, Trademarks and Publicity. Neither Party shall: (a) use the name, service mark, trademark, trade name, logo, or trade dress of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication, unless it obtains the other Party's prior written approval.

13. ASSIGNMENT. Neither Party will assign or transfer this Agreement or any license or Order Form hereunder without the other Party's prior written consent, such consent not to be unreasonably withheld. Any assignment made in violation of this requirement shall be void and invalid. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a person or entity (i) that controls, is controlled by or is under common control with the assigning Party, (ii) which purchases all or substantially all of its assets or equity, or (iii) resulting from any merger, consolidation or other reorganization involving such Party.

14. FORCE MAJEURE. Neither Party shall be liable, nor shall any credit or other remedy be extended, for any delay or failure to fulfill any obligation under this Agreement or any Order Form due to any cause beyond a Party's reasonable control, including, but not limited to: acts of God, flood, extreme weather, fire, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrection, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages (each a "Force Majeure Event").

15. NOTICES. Any request to terminate this Agreement, or any claim for breach thereof, shall be in writing and transmitted either via (i) overnight courier or hand delivery, or (ii) certified or registered mail, postage prepaid and return receipt requested, to the other Party at the following address. Notices shall be deemed delivered upon receipt.

Address for Licensee Notices:

Address for Crown Castle Notices:

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attention: Legal Department – Networks

A Party may change the address for notices by notice to the other Party provided pursuant to this Section 15. All other notices, requests, or communications may be transmitted by email as specified in the relevant invoice or Order Form or as otherwise directed by Crown Castle.

16. MISCELLANEOUS

16.1 Governing Law. This Agreement shall be governed by the laws of the State of Delaware without regard to its choice of law principles.

16.2 No Third-Party Beneficiaries. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns. It is the explicit intention of the Parties hereto that no person or entity other than the Parties (and, with respect to the provisions of Section 10, the Indemnitees) is or shall be entitled to any legal rights under this Agreement.

16.3 Relationship of the Parties. The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute or create a partnership, joint venture or similar relationship. Nothing in this Agreement shall be construed to authorize either Party to represent the other Party for any purpose whatsoever without the prior written consent of such other Party.

16.4 Order of Precedence. If any conflict or contradiction exists between these general terms and conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these general terms and conditions and the terms of an Order Form, the terms of the Order Form will control.

16.5 Non-Exclusivity. This Agreement is non-exclusive. Both Parties may enter into similar arrangements with others, and Crown Castle may, as part of its normal business undertakings, actively market its products to any person or entity anywhere in the world, including but not limited to in competition with Licensee and/or Licensee's end users.

16.6 Non-Waiver. The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, any Supplement or any Order Form, or the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provision, right or privilege hereunder.

16.7 Survival. The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination or early termination of this Agreement, including, without limitation, provisions for indemnification, confidentiality, and the making of payments due hereunder.

16.8 Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

16.9 Severability; Void or Illegal Provisions. If any part of this Agreement, Supplement or an Order Form shall be determined to be invalid or unenforceable by a court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement or such Order Form. The remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties. The Parties will replace the severed provision with a provision that reflects the initial intention of the Parties.

16.10 Entire Agreement; Amendment. This Agreement, including all Supplements, Order Forms, exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written, with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties.

16.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully-executed electronic copies or facsimile copies of this Agreement and corresponding Order Forms are legally binding and shall act as originals for the purpose thereof.

16.12 Disconnection Notice Requirement. Licensee shall submit all requests for disconnection of Products in writing to Crown Castle. The effective date of any such disconnection will be the later of (i) thirty (30) days from Crown Castle's receipt of such disconnection request, or (ii) the date requested by Licensee in the disconnection request. Each disconnection request must specify the Licensee name and address, email address and telephone number of the person authorizing the disconnect, the circuit ID for the Product to which the disconnect request applies, the product type, and requested disconnection date. Upon termination of a Product, Crown Castle shall have the right (but not the Master Telecommunications License Agreement Rev. 9/15/2023

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obligation) to act on behalf of and as agent for Licensee to terminate all cross-connects relating to such Product, including cross-connects ordered by Licensee. Upon request Licensee shall confirm to the applicable supplier of the cross-connect(s) that Crown Castle is authorized to terminate such cross-connects on Licensee’s behalf. Disconnections shall not affect Licensee’s obligation to make payments as agreed in each Order Form.

The Parties have executed this Agreement as of the last date of execution below.

LICENSEE:	CROWN CASTLE FIBER LLC
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

State of Florida

Department of State

I certify from the records of this office that CROWN CASTLE FIBER LLC is a New York limited liability company authorized to transact business in the State of Florida, qualified on November 2, 2017.

The document number of this limited liability company is M17000009395.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on April 30, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of
November, 2023*




Secretary of State

Tracking Number: 3410182804CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Exhibit C - Cost Proposal

Cost Proposal
Attachment I
RFP 250-2024
Internet Service Provider

Attachment I
Cost Proposal Form

RFP No. 250-2024 Internet Service Provider

Requested Bandwidth	Potential Upgrade				
*Cost evaluation is based on the requested Bandwidth					
Internet Access	24 Month Term Pricing				
	Monthly Recurring Cost	Monthly Ineligible Cost	Monthly Equipment Lease	Total Eligible Monthly Cost	One-time Install Cost
6 Gbps	\$2341	\$0	included	\$2341	\$0
8 Gbps	\$2538	\$0	included	\$2538	\$0
10 Gbps	\$2667	\$0	included	\$2667	\$0
12 Gbps	\$3389	\$0	included	\$3389	\$0
14 Gbps	\$4111	\$0	included	\$4111	\$0
16 Gbps	\$4833	\$0	included	\$4833	\$0
18 Gbps	\$5555	\$0	included	\$5555	\$0
20 Gbps	\$6278	\$0	included	\$6278	\$0

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