


<b>Polk County Public Schools</b> 1915 South Floral Avenue PO Box 391 Bartow, Florida 33831-0391 <b>(863) 534-0576</b>	 <b>POLK COUNTY PUBLIC SCHOOLS</b>	<h1>INVITATION TO BID</h1> <a href="http://www.polkschoolsfl.com">www.polkschoolsfl.com</a>  Date Issued: <b>October 21, 2022</b>
CONTACT PERSON: <b>Denise Whitaker, Purchasing Agent</b> <b>denise.whitaker@polk-fl.net</b> Telephone #: 863-534-0576 x693		
BID TITLE: <b>Internet Access Service E-Rate</b>	BID NUMBER: <b>018-MDW-1023</b>	
DUE DATE/TIME: <b>November 28, 2022, at 3:00 PM (ET)</b>	BIDS RECEIVED AFTER DUE DATE AND TIME WILL NOT BE CONSIDERED.	
PRE-BID CONFERENCE-DATE, TIME, AND LOCATION: <b>N/A</b>		

**THE BIDDER ACKNOWLEDGMENT BELOW MUST BE COMPLETED, SIGNED and RETURNED WITH YOUR BID RESPONSE IN ORDER FOR YOUR BID TO BE ACCEPTED.**

<b><u>BIDDER ACKNOWLEDGMENT</u></b>	
_____ LEGAL COMPANY NAME (BIDDER)	_____ FEID NUMBER
_____ MAILING ADDRESS	_____ TELEPHONE NUMBER (Toll Free if available)      EXT.
_____ CITY, STATE, ZIP	_____ FAX NUMBER
_____ E-MAIL ADDRESS TO SEND PURCHASE ORDERS	
<p>The undersigned, having carefully examined the "Invitation to Bid" with any attached "Special Terms and Conditions" and addenda (if applicable) agrees to abide by all conditions of the bid and offers to furnish the items or services as set forth. I further certify that I am authorized to sign this bid.</p>	
_____ <b>Signature of Authorized Representative (Manual)</b>	_____ <b>Name of Authorized Representative (Typed or Printed)</b>
_____ <b>Title</b>	_____ <b>E-Mail Address of Authorized Representative</b>

## GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

All solicitations and supporting documents will be posted on VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com). It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates. It is the responsibility of the Bidder to be certain that all pages of the bid, all attachments thereto and all addenda released are received prior to submitting a bid without regard to how a copy of the bid was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto. Further, it is the responsibility of every vendor to register and maintain their current email and mailing address at [www.myvendorlink.com](http://www.myvendorlink.com).

- ELECTRONIC BID SUBMISSION:** *All bid submissions must be transmitted electronically through VendorLink at [www.myvendorlink.com](http://www.myvendorlink.com).* It is the sole responsibility of the bidder to ensure that their bid response is submitted through VendorLink no later than the time and date indicated on the Invitation to Bid/Bidder Acknowledgement Form or as amended in the form of an addendum issued by the Purchasing Department. The bidder is responsible for allowing adequate time to upload their submittal on VendorLink. If technical difficulties arise during submission of the bid response, it is the bidder's responsibility to contact VendorLink technical support at [support@evendorlink.com](mailto:support@evendorlink.com). Polk County Public Schools shall not be responsible for delays caused in any occurrence. Submittals sent by mail, facsimile, electronic mail, telephone or any other means not specified herein will not be accepted. Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), .pdf or .ZIP file formats. Printing must be enabled on all files submitted.
- DEFINITIONS:** For the purpose of this Invitation to Bid, the term "Bidder", "Contractor", "Respondent" and "Vendor" shall be considered synonymous.
- PUBLIC RECORD:** All responses to this sealed bid are subject to release as public records consistent with Chapter 119 Florida Statutes. Only names of respondents will be provided at bid opening. Pricing and other contents of bid responses will be disclosed as noted in Section 119.071(1) (b), F.S. and Section 286.0113, F.S.

**CONFIDENTIAL OR TRADE SECRET MATERIAL:** Any claim by the Bidder that its bid response is confidential, or a trade secret must be made in compliance with §§ 812.081 and 815.045, Florida Statutes. Furthermore, if the Bidder considers any portion of its bid response exempt from public record disclosure pursuant to Florida law, the Bidder must also simultaneously provide the School Board with a redacted copy of its response clearly titled "Redacted Copy" removing those exact portions claimed confidential, proprietary, or trade secret. Bidder agrees to willingly cooperate and promptly indemnify and defend the School Board for any non-disclosure. If Bidder fails to provide a Redacted Copy with its bid response, the School Board is authorized to produce the Bidder's entire response as a public record.

**CONFIDENTIAL INFORMATION:** The Parties agree to maintain confidential records and information

pursuant to law (e.g. the Federal Education Right to Privacy Act, Health Insurance Portability and Accountability Act). Regarding Data Storage/Breaches, the Vendor will employ commercial best practices for ensuring the security of all School Board data including but not limited to electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled (hereafter "information activities") in the course of the Vendor's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, the Vendor shall notify the School Board immediately, but no later than ten calendar days following a determination of a breach of data security. Additionally, the Vendor shall fully cooperate, at its own expense, with the School Board regarding the School Board's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the Parties acknowledge that PCPS as a local governmental entity is subject to the State of Florida's public record laws, as mentioned above. Should a request be made for disclosure of confidential records of the Vendor, PCPS shall provide notice to the other party who may then, at its discretion, respond to the request. Should the Vendor not disclose the records or documents, the Vendor will defend and indemnify PCPS for any fees and costs which are incurred or taxed against the PCPS due to the non-disclosure. Should the Vendor require confidential student information or PII as a "school official," it may enter into a separate Data Sharing Agreement with PCPS.

- POSTING OF NOTICE OF RECOMMENDED BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices and at [www.myvendorlink.com](http://www.myvendorlink.com) for a period of at least 72 hours. See the "Anticipated Schedule of Events" section of the Special Terms and Conditions for specific information. Bid files and tabulations may be examined during normal working hours.
- BASIS FOR AWARD:** Bidders whose bids, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible.
- PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions. The School Board is

exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013927632C-8)

**7. ADJUSTMENTS TO CONTRACT TERMS & CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE:**

Ninety days after start of the contract, the District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

1. The volatility is due to causes wholly beyond the Bidder's control and
2. The volatility affects the marketplace or industry, not just the particular Bidder's source of supply and
3. The effect on pricing or availability of supply is substantial and
4. The volatility so affects the Bidder that continued performance of the contract would result in substantial loss or financial hardship.

No request for price adjustment under this contract shall be considered prior to 90 days after start of the contract. Requests for adjustments under this section shall not be considered more than once per contract period.

A request for a price adjustment will be accompanied by a copy of notice from manufacturer to Bidder, copies of original price lists from manufacturer along with new price lists to Bidder, or comparable documentation as agreed upon by Director of Purchasing or their designee.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

The District shall reserve the right to request a decrease in the event of a significant decrease in market price of any product or service listed on the bid form.

Any price adjustment shall be approved by the Director of Purchasing or their designee prior to the new price becoming effective.

- 8. DELIVERY:** Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number and product item number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent

damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the Bidder is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow deliveries, call Warehouse Receiving at (863) 534-0910. . For Winter Haven warehouse deliveries, call 863-291-5292. Truck drivers will be required to assist in unloading.

- 9. QUANTITIES:** Quantities shown are simply estimates that may be purchased during the bid period and do not obligate the District to purchase the quantities stated on the Bid Form and Specifications. Purchases may be made for more or less quantities of any particular item, at any time, during the bid period.

- 10. EQUIVALENT PRODUCTS:** Any manufacturers' trade, brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered.

- 11. SPECIFICATIONS:** All items offered must be in accordance with specifications except as noted above. Minor departures from specifications may be considered at the option of the Board. When applicable, all products shall carry evidence of Underwriters' Laboratory (UL) listing and comply with the requirements of the Occupational Safety and Health Act (OSHA). When applicable, delivered items must be accompanied by a Safety Data Sheet (SDS). If product packing or packaging is to be different than specified in the bid, the Bidder must state any deviation. The bid, lacking any statement to the contrary, will be received as being in complete compliance with specifications. When more than one bid meets all specifications, the Board reserves the right to determine the "Lowest and Best" bid. Bid items are subject to testing at the Bidder's expense. Delivery of items not meeting specifications is cause for removal from the list of acceptable Bidders and no payment will be made for the entire delivery, including usage.

- 12. SAMPLES:** When requested, samples will be furnished at Bidder's expense. Requests for sample returns must be made within 30 days of the bid opening. If no return request is made, the samples will become the property of the Board. Failure to submit samples when required may result in non-acceptance of the bid. Do not send samples unless requested.

- 13. SERVICE AND WARRANTY:** Bidder should attach any warranties offered and explain warranties and service provided. These may not be in conflict with warranties required in the specifications.

14. **ACCEPTANCE OR REJECTION:** The right to accept or reject any bids or individual items in the bids and to waive irregularities in bids is reserved by the Board.
15. **DETERMINATION OF BID AWARD BASIS:** Unless otherwise noted, bid awards may be made on either a composite or a line item basis.
16. **MISTAKES:** In case of mathematical errors, the Bidder's unit price shall be considered the bid price. It is the Bidder's responsibility to understand the terms, conditions, and specifications of the bid. Failure to do so will be at the Bidder's risk.
17. **PLACING AND ACCEPTANCE OF ORDERS:** The award of this bid does not constitute an order. Before delivery is made the Bidder must receive a duly executed purchase order or contract. Acceptance by the Bidder is assumed upon issue by the Board of a duly executed purchase order or contract. Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Bidder until acceptance by the Board.
18. **ASSIGNMENT:** No assignment of an order or monies to be derived therefrom is acceptable without the prior written approval of the Board.
19. **INVOICES AND PAYMENT FROM PURCHASE ORDERS:** All invoices must be submitted to the Board with each purchase order being invoiced separately. The District purchase order number should appear on all invoices. Payment will only be made after the commodity or service has been received, accepted and accurately invoiced.
20. **STANDARDS OF CONDUCT:** The contractor shall at all times enforce strict discipline, good order, proper dress and appearance among employees and shall employ skilled personnel for the assigned work. No person shall be allowed to bring alcoholic beverages, controlled substances, firearms, or dogs to the site. Smoking on school premises is not permitted.
21. **PERFORMANCE:** If the Bidder refuses or is unable to make delivery within a reasonable time, the Board may hold the Bidder responsible for any damages or costs incurred by the Bidder's actions. The Board may withhold payments pending satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.
22. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.
23. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidder's firm or branches.
24. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS, TERMS AND CONDITIONS shall have precedence.
25. **ADDENDUM:** Any changes in this Invitation to Bid shall be in the form of a written addendum by the Purchasing Director (or designee). No other person shall be authorized to make changes verbally or in writing. Any such addenda will be posted at [www.myvendorlink.com](http://www.myvendorlink.com). It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum or Addendum Acknowledgement Form shall be returned with this bid response by the bidder, if applicable.
26. **REQUESTS FOR BID INFORMATION & RELATED DATA:** Requests for information relating to bids in process should be directed to the individual listed on page 1 of this bid document. Requests will be addressed without delay when such information has a *material* effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature within (48) hours from receipt of a request. Visit [www.myvendorlink.com](http://www.myvendorlink.com) to obtain:
  - ❖ A copy of a bid packet for a contract or project currently out for bid
  - ❖ A copy of any addenda issued to current bids in process
  - ❖ General information regarding the Purchasing Department may be found on the Purchasing Department's website at <https://polkschoolsfl.com/purchasing/>.
27. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement.
28. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest procedure as outlined in Policy #6320 of the School Board of Polk County. A copy of the procedure is posted online at <https://go.boarddocs.com/fl/polk/Board.nsf/Public?open&id=policies> and is permanently posted at the administrative offices of the School Board of Polk

County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. 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.

**29. PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.

**30. AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.

**31. TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the General Instructions, Terms and Conditions, and Special Terms and Conditions in this bid solicitation are the only terms and conditions applicable to this bid and the bidder authorized signature affixed to the bidder acknowledgment form attests to this.

**32. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently

debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

**33. DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.

**34. SCRUTINIZED COMPANY CERTIFICATION:** Per the provisions of Chapter 287.135 Florida Statutes, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount if, at the time of bidding, submitting a proposal for or entering into a new contract or renewing an existing contract, is on the Scrutinized Companies that Boycott Israel list created pursuant to s. 215.4725 F.S. or is engaged in a boycott of Israel; or for \$1 million or more if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to s. 215.473 or is engaged in business operations in Cuba or Syria.

The company/vendor certifies by submission and signature of this bid that: it is not 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, engaged in a boycott of Israel or that it is not engaged in business operations in Cuba or Syria. Any contract for goods or services of any amount may be terminated at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. A contract for goods and services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification, has been placed on any of the other lists in this section or has been engaged in business operations in Cuba or Syria.

35. **NON-COLLUSION:** The bidder certifies, by submission and signature of this bid, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the bidder to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the bidder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this bid.

The bidder further certifies that its bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

36. **COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <https://polkschoolsfl.com/jessicalunsfordact> for a list of links to requirements regarding the Jessica Lunsford Act.

37. **FAMILIARITY WITH LAWS:** The awarded vendor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect their work. Failure on the part of the vendor to be aware of any law, ordinance, rule or regulation will in no way relieve him from any responsibility or liability arising from the contract award. The awarded vendor assures and certifies that they will comply with all laws, ordinances, rules, regulations, and all other legal requirements.

38. **SALES TO OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other public agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

39. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Purchasing or designee.

A. **DEFAULT (CAUSE).** The School Board may terminate all or any part of a subsequent award by giving notice of default to Contractor, if Contractor:

- 1) Refuses or fails to deliver the goods or services within the time specified;
- 2) Fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or;
- 3) Becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School Board's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.
- 4) Termination for cause includes terminations under 287.135, F.S.

B. **CONVENIENCE.** The School Board may terminate for its convenience at any time, in whole or in part. The Contractor shall stop work immediately upon notification of termination unless otherwise agreed upon. In the event of termination for convenience, the School Board's sole obligations will be to reimburse Contractor for:

- 1) Those goods or services actually shipped/performed and accepted up to the date of termination, and
- 2) Costs incurred by Contractor for unfinished goods, which are specifically manufactured for the School Board and which are not standard products of the Contractor, as of the date of termination, and a reasonable profit thereon.
- 3) In no event is the School Board responsible for either loss of anticipated profit or reimbursement exceeding the Bid value.

C. **FUNDING.** Contracts awarded hereunder are subject to the appropriation and availability of funds as approved by the School Board of Polk County, Florida. In the event funds for the specific purpose of this solicitation are not appropriated or are insufficient, the contract may be terminated immediately without penalty or expense to PCSB of any kind whatsoever.

40. **SOLICITATION OF DISTRICT EMPLOYEES:** Bidders/vendors and others involved with this bid are prohibited from making any offer of any value to any employee of the School Board who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this bid.

41. **CONE OF SILENCE:** A cone of silence is hereby established for all competitive selection processes including Invitations to Bid (ITB), Requests for Proposal (RFP) and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. Pursuant to School Board Policy 6324, the School Board of Polk County enacts a cone of silence that commences after the advertisement of

the ITB, RFP or ITN. The cone of silence terminates at the time a written recommendation from the Purchasing Department or Facilities Department regarding contract award is either presented to the Superintendent for approval or the Board for action. All provisions of School Board Policy 6324 are applicable to this solicitation.

**42.** The District hereby notifies interested parties that the purchasing agreements and state term contracts, available under s. 287.056, of the Department of Management Services have been reviewed for the subject of this solicitation.

**43.** When Federal funds are expended by the School Board of Polk County, the following provisions pertain as applicable:

A. Equal Employment Opportunity (2 CFR Part 200.326(C)): All vendors, contractors and subcontractors must comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. Applies to all construction contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3.

B. Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.

C. Davis-Bacon Act (2 CFR Part 200.326(D)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all prime construction contracts in excess of \$2000 awarded by the district and sub grantees when required by Federal grant program legislation.

D. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E)): All vendors, contractors and subcontractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all applicable contracts awarded by the district and sub grantees in excess of \$100,000 that involve the employment of mechanics or laborers.

E. Access to Records (2 CFR Part 200.336): All vendors, contractors and subcontractors shall give access to the School Board of Polk County, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any

books, documents, papers and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcripts.

F. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F)): The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. Applies to Federal awards meeting the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization.

G. Clean Air Act (2 CFR 200.326(G)): All vendors, contractors and subcontractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water pollution Control Act as amended (33 U.S.C. 1251-1387). Applies to contracts, subcontracts and sub grants for amounts in excess of \$150,000.

H. Energy Efficiency (2 CFR 200.326(H)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

I. Federal Debarment Certification (2 CFR Part 200.326(I)): Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension, and in accordance with 2 CFR, Part 180, as defined at 2 CFR Part 180, Section 300.

1) The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

J. Anti-Lobbying Certification (2 CFR Part 220.326(J)): Certification regarding use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. Applies to contractors that apply or bid for an award of \$100,000 or more.

1) The contractor certifies, by submission and signature of this bid, that during the term and after the awarded term of an award for all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

2) Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, contractor must disclose same.

K. Procurement of recovered materials (2 CFR §200.322): The non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Applies to items where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

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

M. Domestic preferences for procurements (2 CFR §200.322): As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes,

from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

N. Telecommunications/video surveillance services or equipment: The recipient or subrecipient must comply with the requirements of 2 CFR §200.216. Applies to contracts to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system as defined in this section.

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


**45. EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY")** Section 448.095, Florida Statutes. The employment of unauthorized aliens by any vendor/contractor or subcontractor is considered a violation of Section 274A(e) of the federal Immigration and Nationality Act. Florida law requires registration with and use of the federal employment eligibility verification ("E-Verify") system on state contracts for goods and services. If the contractor or subcontractor knowingly employs unauthorized aliens, such violation will be cause for immediate contract termination as a matter of law. The contractor or subcontractor will be barred from any other contracts with the School Board and may be required to cover any additional costs incurred by the School Board. The vendor/contractor certifies, by signature and submission of this bid, its compliance with the E-Verify System requirements.

**NOTE: The Bidder Acknowledgment on Page 1 MUST be completed and signed for your bid to be considered.**

Rev. Pur. 10/2021



### **Special Terms and Conditions**

- A. SCOPE:** The School Board of Polk County, Florida, hereinafter referred to as the "District", is requesting competitive bids from vendors for the provision of internet access services to the District. The initial contract period is for a three (3) year agreement with optional extension for two (2) one (1) year periods. The District is requesting pricing on the installation and use of the data speed options listed on the BID FORM & SPECIFICATIONS of this invitation to bid. Selection of bandwidth is at the discretion of the District and may be changed at any time during the contract period. The District does not seek to utilize a wireless internet connection. The intent is to deliver a complete turn-key wired internet access connection that meets the District's internet access needs. It is our intent to purchase this service unless the project funding is cut.
- B. CLARIFICATION/INTERPRETATION/ADDITIONAL INFORMATION:** Written questions concerning clarification, interpretation, or additional information must be submitted to the same website where this document is posted at [www.myvendorlink.com](http://www.myvendorlink.com). All written questions must be received at [www.myvendorlink.com](http://www.myvendorlink.com) no later than the deadline for receipt of questions in the Anticipated Schedule of Events section of this document. It is the sole responsibility of the bidder, at its own risk, to ensure that written questions are received no later than the deadline indicated above. Telephone inquiries will not be accepted.
- C. OFFICIAL RESPONSES:** Responses to questions received by the deadline shall be posted to the same website where this bid is posted at [www.myvendorlink.com](http://www.myvendorlink.com) and in the EPC Portal. Any changes in this invitation to bid shall be in the form of a written addendum by the Purchasing Director (or designee). Reference General Terms and Conditions, section 25, Addendum. No verbal responses will be given. No oral interpretation will be made to anyone as to the meaning of the solicitation. Any oral communication will be considered unofficial and non-binding on the District.
- D. SERVICE PROVIDER REGISTRATION:** Bidder certifies, by signature and submission of their bid, that they comply and will remain in compliance with any rules and regulations of the E-Rate program. If noncompliance, vendor agrees to reimburse the District for funds the District would have received if the vendor would have been in compliance with the E-Rate program. For more details visit the USAC website at <http://www.usac.org/sl/>.
- E. PREVIOUS BID INFORMATION:** To access a copy of the documents associated with the previous solicitation or contract, go to [www.myvendorlink.com](http://www.myvendorlink.com), click on Solicitations, in the Agency field use drop down to select Polk County School Board, in the ID number field type bid number 024-MDW-1218 then click Search Solicitations. Beside the desired solicitation, click  to view details.
- F. CONTRACT DOCUMENT:** All terms and conditions of this document shall constitute the entire agreement between the District and the Board approval of recommended bidder. The signature of authorized representative on the bidder acknowledgement form shall be considered the bidder's executing signature. The District's Board approval of the recommended bid award at a regularly scheduled board meeting shall be considered the district's executing signature. No work shall commence under this contract until after the District's Board approval of recommended bid award and the awarded bidder receives a duly authorized purchase order from the District.
- G. CONTRACT PERIOD:** The initial contract period is for a three (3) year agreement, beginning July 01, 2023 and ending June 30, 2026. Prices must include all freight, handling and associated charges. Pricing must be held firm for the duration of the associated contract period or until all work associated with the contract is complete.
- H. OPTIONAL EXTENSION(S):** By mutual agreement of the district and the awarded bidder, the contract may be extended for two (2) additional one (1) year periods under the same terms and conditions as the original bid. During the optional extension(s), lower prices may be accepted in the event of changing market conditions.

**I. ANTICIPATED SCHEDULE OF EVENTS** (Subject to change as conditions may dictate)

<b>Activity</b>	<b>Date</b>
Release of bid	October 21, 2022
Deadline for receipt of questions at <a href="http://www.myvendorlink.com">www.myvendorlink.com</a> , 4:00 PM (ET)	October 28, 2022
Release of responses to questions (on or about)	November 1, 2022
Deadline for bid submission at <a href="http://www.myvendorlink.com">www.myvendorlink.com</a> , 3:00 PM (ET)	November 28, 2022
*Posting of the Notice of Recommended Bid Award at the District Administrative offices and at <a href="http://www.myvendorlink.com">www.myvendorlink.com</a> (on or about)	November 29, 2022
*Approval of recommendation (on or about)	January 24, 2023

\*If the time allotted to make the selection of contractors as stated above proves to be insufficient, the posting of the Notice of Recommended Bid Award and the approval date could both slip. Continue to monitor [www.myvendorlink.com](http://www.myvendorlink.com) or contact the purchasing department for more specific information as to when the notice will be posted.

**J. RESTRICTIONS ON CONTACTING THE DISTRICT:** Pursuant to School Board Policy 6324, upon the issuance of this Invitation to Bid, all contact with the District must be made through the designated contact person listed in page 1 of this Invitation to Bid. Potential vendors, service providers, bidders, lobbyists or consultants must limit communication with the designated contact to the means specified in this Invitation to Bid. Other District employees and representatives of the District are instructed not to answer questions regarding the bid or otherwise discuss the contents of the bid with potential bidders or their representatives. Any contacts made with other District employees or representatives of the District (including school principals, Board members or member-elects) will be reported to the Purchasing Department. Potential bidders shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of the District or representative of the District in connection with this competitive procurement. Violation of this policy by a particular bidder, proposer, respondent and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent and/or representative's bid, proposal or offer and may render any contract award to said bidder, proposer or respondent voidable. Unauthorized contact by the vendor with other District employees or Board members regarding the solicitation or contract process may result in disqualification.

**K. F.O.B. DESTINATION:** Prices in bid submission for all items shall be F.O.B. destination and include handling, shipping and all associated charges.

**L. BIDDER REFERENCES:** Bidder must complete the top portion of the Reference Request Form and forward to the company providing the reference. Bidder must include at least three (3) completed references with bid packet by the bid submission deadline in Anticipated Schedule of Events section. It is the bidder's responsibility to ensure the references are received by the deadline for bid submission.

1. Bidder must submit customer references for a minimum of three (3) recent jobs/projects. For the purpose of this invitation to bid, recent is defined as any jobs/projects performed since January 1, 2019. References for jobs/projects performed prior to January 1, 2019 will be considered non-responsive. The jobs/projects may have been performed for a single customer or for multiple customers. Failure to provide references that demonstrate the requirements outlined in this section may result in bid being considered non-responsive.

2. The District reserves the right to waive the reference requirement for any bidder who has recently and successfully performed the services in this invitation to bid for the District.
3. The bidder must provide at least one customer reference for a recent job/project that demonstrates the bidder has satisfactorily provided internet access to customer(s) that have multiple school/office sites that are remote (on separate property{ies}) from the main internet connection.
4. The bidder must provide at least one customer reference for a recent job/project that demonstrates the bidder has satisfactorily performed internet access contracts supplying a minimum bandwidth of 40Gbps for at least one year (consecutive 12 month period) after installation and startup.
5. If available, the bidder should provide a customer reference for a recent job/project that demonstrates the bidder has satisfactorily provided E-Rate Priority One service while participating in a contract that is/was in compliance with E-Rate rules and the School or Library qualified for E-Rate reimbursement or the bidder received payment for these services from E-Rate.
6. The district may consider a single reference meeting multiple requirements as responsive. For example, if a bidder submits a single reference that meets the two (2) requirements of Section L. 4. And Section L.5. that reference will be considered responsive for those two (2) requirements but is not considered two (2) **REFERENCES. IN THIS EXAMPLE TWO (2) MORE REFERENCES WOULD BE REQUIRED, MAKING A TOTAL OF THREE (3) jobs/projects as required.**

**M. QUALIFICATION OF BIDDER AND SUBMITTALS:** In order to be considered for award of this bid, the bidder MUST meet, or exceed, the following qualifications. Failure to provide the required submittals may be grounds for disqualification of a bid response. After bid opening, the District reserves the right to request the required submittals, should bidder not return these submittals with their bid packet. The District reserves the right to request clarification of any item submitted by the bidder in response to this Invitation to Bid. Any requested additional information must be received by the District's Purchasing Department within two (2) days after the date of the request for the additional information. Saturdays, Sundays and District holidays shall be excluded from the two (2) day period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

1. The District intends to apply for E-Rate program discounts administered by Universal Service Administrative Company (USAC). The bidder must register as a service provider with the USAC, Schools and Libraries Division (SLD) and provide documentation of Service Provider Identification Number (SPIN/498 ID) with bid submission. The bidder must furnish their SPIN # or their bid will be rejected as non-responsive. More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
2. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website:
3. The bidder must submit a description and map of the network that will transport the District's internet traffic (provide a detailed diagram of the proposed connection). Diagram must include all Central Office (CO) locations, and interface location on Local Exchange Carrier (LEC) or Competitive Local Exchange Carrier (CLEC). The description must include the bidder's Tier level. The service requested in this invitation to bid may not include more than two (2) hops to a Tier 1 level. Tier 1 network described as a transit-free network that peers with every other Tier 1 network. Not all transit-free networks are Tier 1 networks. Tier 2 network described as a network that peers with some networks, but still purchases IP transit or pays settlements to reach at least some portion of the internet. Tier 3 network described as

solely purchases transit from other networks to reach the internet. The District reserves the right to request copies of agreements and contracts the bidder has in place with other service providers as part of the bidder's internet access service to the District. The agreements and contracts may be conditioned on award of contract. The BIDDER'S DESCRIPTION AND MAP OF THE PROPOSED NETWORK THAT WILL TRANSPORT THE DISTRICT'S INTERNET TRAFFIC form on page 19 may be used to describe your firm's proposed network to transport the District's internet traffic. Attach additional sheets to your bid response as necessary in order to provide this information.

4. Bidder must submit a description of how your firm will terminate the connection in the District office (entity #16027607) located at 1915 S. Floral Avenue, Bartow. This description should include any equipment that is required by the bidder and the type of hand-off to the District network. The point of demarcation (demarc) is located in the District's data center at 1915 S. Floral Avenue, Bartow Fl. 33830. The BIDDER'S DESCRIPTION OF TERMINATING THE CONNECTION on page 20 may be used to describe how your firm will terminate the connection and maintain the connection with 99.75% service availability for each of the service level options listed on the BID FORM & SPECIFICATIONS on page 17. Include the fiber connection that will be used for each option.
5. Bidder must submit at a minimum, a Service Level Agreement ("SLA") detailing how bidder will manage and maintain service availability as required in Section W. Specifications, specifically 2.i) availability guarantee. The description shall include but not be limited to, the following general conditions:
  - Bidder's goal is to resolve all service/technical issues within 4 Service Hours.
  - Target network availability rate is 99.75%.
  - Packet latency objective is 20 milliseconds
  - Packet loss target shall not exceed 0.5%
  - For any outages lasting for more than 4 hours, bidder agrees to credit District's account by the percentage of time where service was interrupted based on the bidder's records multiplied by the total monthly charges associated with the service interrupted at the site of the trouble as liquidated damages and not as a penalty.
  - Bidder will provide a real-time view into their service ticketing system.
  - Bidder will provide a monthly report on all issues.
  - Bidder will supply documentation of customer support and escalation processes.The BIDDER'S SERVICE OFFERING form on page 21 may be used for providing this information.
6. Bidder will provide, at no additional charge, proactive monitoring of key network performance metrics and 24x7x365 live, US-based technical support. Bidder will provide local technical support for circuits, network equipment, hardware and on-site maintenance.
7. The bidder will use, at no additional charge, industry best practice security technologies to protect against access, loss, misuse, or alteration of District information. This will include but will not be limited to:
  - Proactive monitoring of potential DDoS attacks
  - Remote-triggered DDoS attack traffic blackhole routing
  - Real-time DNS black-list
  - Ongoing security evaluations
8. Bidder must submit E-Rate Supplemental Terms and Conditions with signature of authorized representative with bid submission. See pages 18-24 of this document.
9. The awarded bidder must provide the District with a method for checking order status, communicating service orders and service change orders. The District will accept electronic methods proposed by the awarded bidder, such as a web-based system. At a minimum, the awarded bidder shall provide the District with a telephone number where service issues can be reported and tracked in real time. The

service desk system must be in existence at the time of bid submission and must be maintained for the duration of this contract. The Contact Information Form on page 22 may be used for providing this information.

10. The bidder must submit the name and address of any subcontracting firm the bidder intends to subcontract any portion of this work. Attach additional sheets to your bid response as necessary to provide this information. The Contact Information Form on page 22 may be used for providing this information (if applicable).

**N. SERVICE LEVEL EXPECTATIONS:** The District reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by bidder meet the contract requirements. Bidder must always remain responsive and responsible during the contract period. In determining bidder's responsibility as a vendor, the District may consider all information or evidence which is gathered or comes to the attention of the District which demonstrates the bidder's capability to fully satisfy the requirements of the solicitation and the contract.

Bidder must be prepared, if requested by the District, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the bidder for the production, distribution, and servicing of this service bid. If the District determines that the conditions of the solicitation documents are not complied with, or that the service proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the District may reject the response or terminate the contract. Bidder may be disqualified from receiving awards if bidder, or anyone in bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This section shall not mean or imply that it is obligatory upon the District to make an investigation either before or after award of the contract, but should the District elect to do so, bidder is not relieved from fulfilling all contract requirements.

**O. SUBCONTRACTORS:** If the awarded bidder intends to subcontract any portion of this work for any reason, the name and address of the subcontracting firm must be submitted for approval. No subcontracting shall take place prior to awarded bidder furnishing this information and receiving written approval from the District.

The subcontractor will be equally responsible for meeting all requirements of the awarded contractor. The District reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who (in the opinion of the Superintendent of Schools, or designee) is not in the position to perform this award. The District reserves the right to inspect all facilities of any subcontractor in order to make the determination as to the foregoing. In the event the District elects to reject a subcontractor for cause, the bidder may submit another subcontractor, which will also be subject to approval by the District.

**P. EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** Nothing contained in these specifications shall be construed as creating any contractual relationship between any subcontractor and the District. The successful firm shall not only be held liable to the District for the acts and omissions of its employees, but also for the employees of any of its subcontractors. The District may reject and bar from any facility (for cause) any of the contractor's employees, subcontractors, or agents.

**Q. AWARD OF CONTRACT:** Bid submission must include pricing for all items requested. Do not leave any unit price blank or mark as "no bid". Make any corrections to bid pricing as outlined in Line Item Corrections section.

1. Every effort has been made to ensure the accuracy of the information contained in this bid and any attachments and exhibits that are a part of the bid. The District reserves the right to request additional information and/or clarification from bidders including but not limited to pricing, manufacturer's part numbers, product codes, product specifications; to reject any or all bids; to waive any informalities,

defects or irregularities in any bids received when such action is in the best interest of the District. The decision as to whether a product bid does or does not meet the specification is at the discretion of the District. The District reserves the right to delete any item from the Bid Form and Specifications and award the balance of items at the District's discretion.

2. **E-RATE CONTINGENCY:** 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. 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.
3. It is anticipated that there will be a recommendation for bid award of contract based on the lowest bid received from a responsive and responsible bidder as outlined below.
4. The total bid price for each bid submitted will be calculated as follows:

Line item total price will be calculated by multiplying the estimated months by the monthly recurring cost (MRC) in the BID FORM & SPECIFICATIONS. For example, item number 1 estimated months multiplied by monthly recurring cost (MRC) equals item number 1 line item total price for estimated 36 months. The total bid price (estimated 36 months x MRC) recommended for award will be the lowest MRC for the bandwidth selected by the District. Selection of bandwidth is at the discretion of the District and may be changed at any time during the contract period.

- R. **AUTHORIZATION TO PERFORM UNDER CONTRACT:** All purchases must be properly authorized in advance. Vendor must first obtain a purchase order before commencing performance under a contract. Vendor shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the District's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department; at the discretion of the Purchasing Department either a change order to the original purchase order or a supplemental purchase order will be issued for the requested modification (increase, change, decrease, cancel). The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.
- S. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, any other school board, community colleges, federal agencies, the public or governmental agencies of any state or any state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
- T. **LINE ITEM CORRECTIONS:** The use of correction fluid/tape or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid/tape or erasure corrected bids will be considered non-responsive for the corrected items only. When a bid award is contemplated as an "all or none" or composite award, the use of correction fluid, correction tape or erasure to correct bid pricing on any line-item bid price will result in the entire bid declared non-responsive.
- U. **PUBLIC RECORDS:** All responses to this Invitation to Bid are subject to release as public records consistent with Chapter 119 Florida Statutes. Florida law exempts trade secret information from production in response to a request for copies of government documents. If you believe any portion of your bid response contains information that is not subject to release under Florida law, you should specifically identify the information you believe is exempt from release and the specific statutory authority that covers the asserted exemption.

Please note that details of bids, including alleged trade secrets, with the exception of a company's financial statements, may be disclosed at a public meeting.

Please be aware that the designation of an item as a trade secret by you and the refusal to disclose any materials submitted to the District may be challenged in court by any person. By your designation of material in your bid as "trade secret" you agree to hold harmless the District for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District by reason of any legal action challenging your claim and the District's refusal to disclose.

A form for ALLEGED TRADE SECRETS is provided on page 23 for bidders that believe any portion of their bid response is not subject to release under Florida law. Please include the page number and section number for each trade secret listed on the ALLEGED TRADE SECRETS form.

This is a contract for services as defined in F.S. 119.0701. Accordingly, the contractor must comply with public records laws, specifically, the contractor must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
3. 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 period and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Public records means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the District. Contractor's records may include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during the contract period.

Records must be created and maintained in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

**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 PUBLIC RECORDS OFFICE  
AT: POLK COUNTY PUBLIC SCHOOLS**

**PO BOX 391**  
**BARTOW, FL 33831-0391**  
**TELEPHONE: 863-578-8208**  
[publicrecords@polk-fl.net](mailto:publicrecords@polk-fl.net)

**V. INSURANCE:** The contractor must take every precaution to prevent injury to persons, particularly children, or damage to public or private property while performing services under this agreement. They must assume full responsibility for such occurrences if resulting from their operations. Before commencing work, the contractor must furnish the District a certificate of insurance showing coverage with the following minimum requirements:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Commercial General Liability	Combined Single Limit \$1,000,000 per occurrence \$2,000,000 General Aggregate
Automobile Liability (All owned autos, or any auto if vehicles other than owned are used)	\$1,000,000 Combined single limit

1. The School Board of Polk County, Florida must be named as a certificate holder and an additional insured on the certificate for all required liability insurance. All insurance must be issued by a company or companies approved by the School Board.
2. The Vendor shall be responsible for assuring the insurance remains in force for the duration of the contractual period, including any extension(s) period granted to the vendor. **A Certificate of Insurance must contain the provision that THE SCHOOL BOARD OF POLK COUNTY, FLORIDA LOCATION be given no less than thirty (30) days written notice of cancellation.** If the insurance is scheduled to expire during the contractual period, the vendor shall be responsible for submitting a new or renewal Certificate of Insurance a minimum of fifteen calendar days prior to expiration.

**W. SPECIFICATIONS:**

1. **General:** The apparent silence of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made based on this statement.
2. **Equivalent Options:** Any manufacturers' trade, brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered. The burden of proof of equivalency is solely the responsibility of the bidder. The bidder must submit supporting documentation of the equivalency. The district will make the final determination if the equivalency is truly equivalent. When the bid includes materials or services proposed as equivalent the bidder shall complete the deviation form provided in this document.



3. **Specifications:** Provide a full Internet Access connection.

- a) Current services terminate on June 30, 2023. All services being proposed must be available and operational by July 01, 2023. From the contract award date through June 30, 2023, the awarded contractor will be authorized to begin designing, engineering, permitting and completing any construction necessary in preparation of commencing cut over. All service must be available for testing by June 15, 2023. Site must be cut over with little or no interruption in internet service. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2023. District staff and the awarded vendor shall conduct a status review approximately sixty (60) days before the scheduled cut over date to confirm the implemented solution meets the District's needs. It is essential that the awarded contractor have the agreed upon internet network service operational by July 01, 2023 for the District to utilize. For each two week period after the July 01, 2023 date that internet network service is not ready for use by the District, a 50% credit shall be applied to the monthly recurring charge.
- b) The District requires one (1) static IP address.
- c) The bidder acknowledges all data gathered from the District or the devices it owns and manages is the property of the District. The District has complete and unequivocal rights to the data and how the data is to be utilized.
- d) The bidder will not sell, provide, or disclose any personally identifiable information to any third parties. Any data received from the District is used solely for purposes of providing vendor related services.
- e) The District has equipment that handles the Border Gateway Protocol (BGP) session and peering. The current vendor uses a router and does routing within their network. If a router or any other equipment is required by the bidder to provide the internet access service connection the bidder must provide the router or any other equipment and include this cost in their bid price. Any equipment the awarded bidder installs must provide the necessary BGP/routing information. The awarded bidder must provide everything necessary to connect the District to the internet. The pricing in bid submission must include all costs.
- f) Terminate the connection at the point of demarcation located in the District's data center at 1915 S. Floral Avenue, Bartow. The internet access connection must be a dedicated connection.
- g) The District will accept SFP+ and/or QSFP+ based multimode Gbps fiber.
- h) The District currently has sufficient power and rack space for a switch/router/RIC. 110 volt AC power is typically provided but 220 volt AC power can be provided if necessary. Standard NEMA 5-15 receptacles are provided.
- i) Provide assistance with the implementation of the BGP connection and all future bandwidth increases. District staff has sufficient expertise to coordinate the implementation of the BGP with the awarded bidder.
- j) The District will acquire and furnish the awarded bidder with the necessary Autonomous System Number (ASN) from American Registry for Internet Numbers (ARIN).
- k) The awarded bidder must provide a service availability guarantee of at least 99.75%. This is defined as the ability for the District to exchange IP packets with the awarded bidder's network.
- l) The awarded bidder must have a fully functional service organization available 24 hours/day, 7 days/week.

- m) Working hours, for the purposes of installation and repairs, must be in accordance with the District's normal business hours 8:00am to 5:00pm Monday through Friday except board holidays.
- n) The District is uncertain as to the exact timing that changes (increases or decreases) in internet access connection will be required. Throughout this agreement and any optional extension period(s), the District may request increases or decreases in internet access connection at a predetermined price based on the needs of the District. If the District requests a change in the internet access connection, the change must be implemented within 60 days. If additional cabling is required by the awarded vendor, the time frame will be mutually agreed to by the District and the awarded vendor.
- o) All work must be done in a neat and workmanlike manner. The contractor must dispose of all packing, crating, unusable scraps, and any miscellaneous materials. The contractor(s) must remove all rubbish, materials and equipment, and leave the premises clean and orderly. The contractor must legally dispose of unsalvageable materials at the contractor(s) expense. The contractor must, as a part of this job, properly store and secure any salvageable materials, at the location designated by the District.

Minor departures from specifications may be considered at the option of the District

BID FORM & SPECIFICATIONS

Bidder must submit MRC (monthly recurring cost) for every item. All associated costs (including but not limited to installation, one time costs, taxes, fees) must be included in MRC (monthly recurring cost). Bidder agrees to include all items requested in this document in the MRC provided in bid. The bid award will be a total award to one vendor. Selection of bandwidth is at the discretion of the District and may be changed at any time during the contract period. Reference section W.3.I. Specifications

<b>Item #</b>	<b>Estimated # of months</b>	<b>Service Level Options (per specifications listed in section W.)</b>	<b>Monthly Recurring Cost (MRC)</b>
1.	36	40 Gbps Internet Connection	\$ /month
2.	36	60 Gbps Internet Connection	\$ /month
3.	36	80 Gbps Internet Connection	\$ /month
4.	36	100 Gbps Internet Connection	\$ /month
5.	36	120 Gbps Internet Connection	\$ /month
6.	36	140 Gbps Internet Connection	\$ /month
7.	36	160 Gbps Internet Connection	\$ /month
8.	36	180 Gbps Internet Connection	\$ /month
9.	36	200 Gbps Internet Connection	\$ /month

Vendor SPIN # \_\_\_\_\_ (obtain from USAC Schools and Libraries Division)

NOTE: Sign the "BIDDER ACKNOWLEDGMENT" section on Page 1 of our "INVITATION TO BID". Return the original of the invitation to bid and retain a photocopy for your files.









**CONTACT INFORMATION FORM**

EXECUTIVE SALES & SERVICE REPRESENTATIVE (see Section L.6.)  
(duplicate as needed)

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email address: \_\_\_\_\_

Cellular Phone number: \_\_\_\_\_

SERVICE DESK/HELPDESK (see Section L.7.)  
(duplicate as needed)

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Telephone: \_\_\_\_\_

Web address: \_\_\_\_\_

SUBCONTRACTORS (see Section L.8.) (if applicable)  
(duplicate as needed)

Name of Subcontractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_





**DRUG FREE WORKPLACE CERTIFICATION FORM**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 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, and 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 bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
(vendor signature)

**ADDENDUM ACKNOWLEDGMENT FORM**

If applicable, the ADDENDUM ACKNOWLEDGEMENT FORM should be completed and submitted with bid response to facilitate the bid evaluation process and must be on file prior to bid award.

The undersigned acknowledges the receipt of the following Addenda:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

---

Name of Firm/Respondent (Print or Type)

---

Authorized Representative's Signature                      Date

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of 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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal 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 change circumstances.
4. The terms "covered transaction," "debarred" "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is 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 Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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.

### **Executive Order 12549--Debarment and Suspension**

**Source:** The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

**Section 1.** (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

**Sec. 2.** To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

**Sec. 3.** Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

**Sec. 4.** There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

**Sec. 5.** The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

**Sec. 6.** The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

**Sec. 7.** The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension*, 2 CFR Part 200, Section 326 (l), *Participants responsibilities*. The regulations were published as **3 C1986 Comp., p.235**

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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.

---

Organization Name

P/R Award Number or Project Name

---

Name(s) and Title(s) of Authorized Representative(s)

---

Signature(s)

Date

**INSTRUCTIONS AND INFORMATION CONCERNING THIS AFFIDAVIT**

This NON-COLLUSION AFFIDAVIT was published in the Partnership in Purchasing Issue No. 37, dated Winter 1994-95 by the South Eastern Regional Office (SERO) of the USDA. Agencies are encouraged to use this form on Bids and contracts for \$25,000 or more per year. Each State Agency, School Board or School Food Authority (SFA) may elect to require the use of this certification as part of a responsive bid or contract at their discretion.

This document is designed to protect State and local agencies from becoming targets of antitrust violations such as bid rigging schemes, price fixing agreements and market or customer allocations.

If a Bidder signing the affidavit is ever found guilty of unlawful procurement or antitrust activities, these documents can and will be made available to Federal or State Agency officials in taking appropriate criminal and/or civil actions against said Bidders.

- 
1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.
  2. This non-collusion affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.
  3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.
  4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
  5. The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
  6. Failure to file this affidavit in compliance with these instructions, when required, may result in disqualification of the bid.





## **E-RATE SUPPLEMENTAL TERMS AND CONDITIONS**

### Signed copy must be returned with bid response

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

### **1) E-RATE CONTINGENCY**

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. 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.

### **2) SERVICE PROVIDER REQUIREMENTS**

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.

- a. 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 solicitation.
- b. 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:  
<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website:  
<https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. 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 to 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](http://www.fcc.gov/debt_collection/welcome.html)

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2023.
- f. 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).
- g. Goods and services provided shall be clearly designated as "E-Rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. In the event of questions during an E-Rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- i. 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 <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- j. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

### **3) SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

- d. BIDDERS are required to comply with the FCC’s Lowest Corresponding Price (“LCP”) Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-Rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-Rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC’s Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC’s Website: <https://www.usac.org/about/reports-orders/supply-chain/>.
- f. This offer is in full compliance with USAC’s Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. 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.

#### **4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services**

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-Rate eligible goods and/or services requested in this solicitation shall be delivered no earlier than the start of the 2023 funding year (July 1, 2023). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.


#### **EARLY FUNDING CONDITIONS**

##### **Category 1**

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*

- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

## **5) INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. 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.

## **6) FCC/SLD AUDITABILITY**

The E-Rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this solicitation for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

## **7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**

During the term of any Agreement resulting from this invitation to bid, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support

of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

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:** \_\_\_\_\_

**SUBMITTALS CHECKLIST**

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid response, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the "Verified" column indicating that the item is included in your bid response packet. Please include this checklist along with your bid response. Items checked "Required" **must be** submitted with your bid response or your bid **will be** declared non-responsive. Items checked "Requested" **should be** submitted with your bid response to facilitate the bid evaluation process and **must be** on file prior to bid award.

Verified	Required	Requested	Description of Submittal	Page No.
	X		BIDDER ACKNOWLEDGEMENT Form, must be signed and included with bid submission	1
	X		BID FORM & SPECIFICATIONS, must include monthly recurring cost for all items	17
	X		E-Rate Supplemental Terms and Conditions, must be signed by authorized agent and included with bid submission	18-24
	X		USAC Schools and Libraries SPIN number on BID FORM & SPECIFICATIONS, see page 10. <b>Failure to provide a SPIN # will result in the bid being rejected as non-responsive</b>	17
	X		Attachment 1, Bidder Reference Form, completed, see page 10	18
	X		BIDDER'S DESCRIPTION AND MAP OF THE PROPOSED NETWORK THAT WILL TRANSPORT THE DISTRICT'S INTERNET TRAFFIC, see page 10. <b>Failure to provide proposed network description and map will result in the bid being rejected as non-responsive</b>	19
		X	BIDDER'S DESCRIPTION OF TERMINATING THE CONNECTION, SEE page 11	20
		X	BIDDER'S SERVICE OFFERING FORM, see page 11	21
		X	CONTACT INFORMATION FORM, complete and submit with bid response, see Section L.	22
		X	ALLEGED TRADE SECRETS, see page 13	23
		X	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions Form	25-27
		X	Non-Collusion Affidavit, see General Terms and Conditions section 35	28-29
		X	Certificate of Insurance, required prior to commencing work, see section U.	n/a
		X	Drug Free Workplace Certification, shall be completed, signed and submitted with bid response (optional)	24
		X	Addendum Acknowledgement Form, see section 24	25

**Attachment 1  
 Reference Request Form  
 (Duplicate as needed)**

**Bidder:** Complete the information in the top portion, forward to at least three (3) references with request to complete remaining portions and return completed form back to you. Completed references must be included with bid submission prior to **November 28, 2022, 3:00 PM (ET)**. It is the bidder's responsibility to ensure the references are received by the deadline for bid submission.

**Company providing reference:** Complete the reference information requested by the bidder listed below. Return completed form to bidder as soon as possible.

REFERENCE REQUEST FORM							
Page 1 of 2							
Bid #018-MDW-1023 Internet Access Services E-Rate							
<b>BIDDING COMPANY NAME:</b>							
COMPANY PROVIDING REFERENCE NAME:							
COMPANY PROVIDING REFERENCE ADDRESS:							
REFERENCE CONTACT PERSON:							
PHONE NUMBER:				EMAIL:			
<b>Description of Project the Bidding Company is doing or has completed for your company:</b>							
PERFORMANCE RATING							
FACTORS/RATINGS	EXCELLENT					UNSATISFACTORY	
	6	5	4	3	2	1	N/A
Contractor meets or exceeds overall time requirements in the contract specifications.							
Contractor response to scheduled request for service is within contract specifications.							
Contractor response to emergency request for service is within contract specifications.							
Contractor follows specifications in contract.							
Contractor properly removes and disposes of trash and debris from each work site in a timely manner.							
Contractor minimizes need for callback resulting from scheduled service.							

**REFERENCE REQUEST FORM**

Page 2 of 2

FACTORS/RATINGS	EXCELLENT				UNSATISFACTORY		
	6	5	4	3	2	1	N/A
Contractor overall performance of contract.							
Contractor performs scheduled service by having the necessary equipment, personnel etc.							
Contractor response time to email or phone calls.							
Contractor relationship with your personnel.							
Total Dollar Amount of Contract							
Additional Comments							
Would you use this contractor again? <input type="checkbox"/> YES <input type="checkbox"/> NO							
Services provided (dates) from:				through:			
Reference completed by:							
Name: _____ Date: _____							
Signature: _____							