THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 NORTH PACE BLVD.
PENSACOLA, FL 32505

FORM 470 PROPOSAL ACKNOWLEDGEMENT

POSTING DATE:
October 28, 2026

PROCUREMENT CONTACT & TELEPHONE:
Stephen Castleberry
850.469.6207
scastleberry@ecsdfl.us

FORM 470 TITLE:
Outside Plant Fiber Maintenance and Repair Services

FORM 470 APPLICATION NUMBER:
470 270001217

QUESTION SUBMISSION DEADLINE:
Wednesday, November 11, 2026 at 5:00p.m., CST

470 PROPOSAL SUBMISSION DEADLINE:
Thursday, December 17, 2026 at 1:30p.m., CST

NOTE: PROPOSALS RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida (the District) solicits your company to submit a Proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All Proposals must have an authorized signature in the space provided below. All Proposals must be sealed and received in the School District's Procurement Office located at: 75 North Pace Blvd., Pensacola, Florida 32505, by the "470 Proposal Submission Deadline" referenced above. All envelopes containing sealed Proposals must reference the "Form 470 Title", "Form 470 Application Number" and the "470 Proposal Submission Deadline". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Responder. If submitting electronically, Responders shall submit their response on BidNetDirect.com/florida. Proposals may not be withdrawn unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

SPIN NUMBER:

TELEPHONE NUMBER: (EXT:)

EMAIL: _____

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE RESPONDER. I FURTHER CERTIFY THAT I UNDERSTAND THAT FAILURE ON MY PART AS THE RESPONDER TO RETURN ALL PAGES OF THE ENTIRE RFP PACKAGE, AND/OR FAILURE TO RETURN ANY OF THE ITEMS LISTED IN SECTION III MAY RESULT IN A DETERMINATION THAT THE PROPOSAL IS NONRESPONSIVE.

TYPED OR AUTHORIZED

PRINTED NAME:

SIGNATURE:

DATE:

TITLE:

I. INTRODUCTION AND GENERAL INFORMATION

A. PURPOSE: The purpose and intent of this Solicitation ("RFP") is to solicit sealed proposals from qualified firms who are approved by the Universal Service Administrative Company ("USAC") to provide E-rate goods and services as described further in this solicitation for the School District of Escambia County located within Escambia County, Florida (the "District"). The Successful Responder must obtain and maintain USAC approval (SPIN) or proof of (SPIN) application in good standing prior to the proposal evaluation date listed below.

B. CALENDAR OF EVENTS:

Form 470 Proposal Posting (See Page1)	**Wednesday, October 28, 2026**
Deadline for Questions (See Page 6, Section II.V. and Page 12, Section III.N)	**Wednesday, November 11, 2026 at 5:00p.m., CST**
Answers to Questions and Any Addendums Posted By (See Page 6, Section II.V. and Page 12, Section III.N)	**Wednesday, November 18, 2026 at 5:00p.m., CST**
Proposal Opening (See Page 1)	**Thursday, December 17, 2026 at 1:30p.m., CST**
District Holiday Closure (No Deliveries or Mail)	**Monday, December 21, 2026 through Friday, January 1, 2027**
Proposal Evaluation	**Thursday, January 7, 2027 at 9:00a.m., CST**
Anticipated School Board Approval Date	**February 16, 2027**

C. GENERAL INFORMATION ABOUT DISTRICT SCHOOLS: The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by the District's School Board. The Board consists of five (5) elected officials responsible for the adoption of policies, which govern the operation of the District. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal laws and regulations, State Board of Education Rules, and School Board Policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District. Additionally, the District is held to adhering to the provisions outlined in the Jessica Lunsford Act in Section III (Special Conditions), Letter E (Background Screening Requirements).

The District is coterminous with Escambia County, which covers eight hundred seventy-six (876) square miles. The District currently operates fifty-one (51) schools/centers which include thirty-two (32) elementary schools, eight (8) middle schools, seven (7) high schools, and four (4) specialized schools/centers.

As one of the largest school districts in the nation, the District serves approximately thirty-three thousand (33,000) students (excludes private schools and the student population changes annually).

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder", "Contractor", "Respondent" or "Vendor" as used within this Solicitation refers to the person, company or organization responding. The Responder is responsible for understanding and complying with the terms and conditions herein. The term "Parties", when used collectively, will apply to both the District and the Responder.

A. GENERAL: Upon award, the terms and conditions of this Solicitation or any portion thereof, may, upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this Solicitation, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.

B. SOLICITATION OPENING AND FORM: Solicitation openings will be public on the date and time specified on the "Form 470 Proposal Acknowledgement" found on page 1. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

C. WARRANTY: All goods and services furnished by the Responder(s), relating to and pursuant to this Solicitation will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder(s) will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.

D. PRICING: All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales Taxes.

E. TERMS OF PAYMENT / INVOICING: The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

F. TRANSPORTATION AND TITLE: (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder retains the sole insurable interest in the goods; (2) The shipper will prepay all transportation charges. The District will not accept collect freight charges; (3) No premium carriers will be used for the District's account without prior written consent of the Director of Procurement.

G. PACKING: All shipments will include an itemized list of each package's content, and reference the District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the District prior to shipment.

H. INSPECTIONS AND TESTING: The District will have the right to expedite, inspect and test any of the goods or work covered by this Solicitation. All goods or services are subject to the District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this Solicitation, and will not prejudice any claim, right, or privilege the District may have because of the use of defective or unsatisfactory goods or work.

I. STOP WORK ORDER: The District may, at any time by written notice to the Responder, stop all or any part of the work for this Solicitation award. Upon receiving such notice, the Responder(s) will take all reasonable steps to minimize additional costs during the period of work stoppage. The District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.

J. INSURANCE AND INDEMNIFICATION: The Responder(s) agrees to indemnify and save harmless the District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder(s), its agents, employees, or representatives, or are arising from any Responder(s) furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the District. The Responder(s) will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the District. The Responder(s) will, at the request of the District, supply certificates evidencing such coverage.

K. RISK OF LOSS: The Responder(s) assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder(s) or held by the Responder(s) or its suppliers for the account of the District, until such property has been delivered to the District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the District, from the time of shipment thereof to Responder(s) until redelivery thereof to the District.

L. LAWS AND REGULATIONS: Responder(s) will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responder(s) agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.

M. PUBLIC ENTITY CRIMES: A Responder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals 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 State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

N. PATENTS: Responder(s) agree to indemnify and save harmless the District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

O. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent (5%) or more of the company.

P. TERMINATION: DEFAULT. The District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (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 Solicitation 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 District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE**. The District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the District's sole obligations will be to reimburse Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the District and which are not standard products of the Responder, as of the date of termination, and a reasonable profit thereon. In no event is the District responsible for loss of anticipated profit nor will reimbursement exceed the Solicitation value.

Q. DRUG-FREE WORKPLACE: Whenever two (2) or more proposals are equal with respect to price, quality, and service, a proposal received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.

R. PERFORMANCE: In an effort to reduce the cost of doing business with the District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Responder, the District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available proposal price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the District in tort or law.

S. AUDIT AND INSPECTION: The District or its representative reserves the right to inspect and/or audit all the Responder's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Responder(s) to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or subcontracts that directly or indirectly pertain to the transactions between the District and the Responder.

T. SAMPLES AND BRAND NAMES: BRAND NAMES. Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference in their proposal the manufacturer's name, brand name, model and/or part number; (2) next to the price, indicate "ALT" to reflect an alternate offering; (3) will enclose sufficient technical specification sheets and literature to enable the District to reach a preliminary evaluation when no sample is provided with the proposal; (4) agree to any request by the District for submission of a sample or to provide its product on-trial or demonstration, whichever the District may deem appropriate, at no charge to the District. The District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this proposal or to be provided at the Responder's option, should be forwarded

under separate cover to the attention of the Procurement Office of the District. The package or envelope will reference the Form 470 Proposal Acknowledgement number, Solicitation Title, and Solicitation Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the District.

U. EVALUATION CRITERIA: Primary factors used to decide the award hereunder will be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of proposals received will be: (1) administrative costs incurred by the District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The District has sole discretion in determining testing and evaluation methods. The District may consider in conjunction to any award hereunder, those products, services and prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.

V. CLARIFICATIONS AND INTERPRETATIONS: The District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Procurement Specialist referenced on page 1. Any ambiguities or inconsistencies shall be brought to the attention of the designated Procurement Specialist, in writing, no later than **Wednesday, November 11, 2026 at 5:00 p.m., CST.** Failure to do so, on the part of the Responder, will constitute an acceptance by the Responder of the consequent decision. An addendum to the Solicitation shall be issued and posted for those interpretations that may affect the eventual outcome of this solicitation. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Solicitation. Therefore, oral statements given before the Solicitation opening date will not be binding. The District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the BidNet Direct website at https://www.bidnetdirect.com/florida by **Wednesday, November 18, 2026 at 5:00 p.m., CST.** The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

W. RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST: Solicitation tabulations with award recommendations will be posted for seventy-two (72) hours in the Procurement Office and are also posted to the BidNet Direct website at https://www.bidnetdirect.com/florida. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. Solicitation tabulations, recommendations or notices will not be automatically mailed.

X. CONTACT: All questions for additional information regarding this Solicitation must be directed to the designated Procurement Specialist noted on page 1. Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the BidNet Direct website at https://www.bidnetdirect.com/florida and in the Procurement Office. Any such contact will be cause for rejection of your Proposal.

Y. PROPOSAL PREPARATION COSTS: Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Solicitation.

Z. AGREEMENT FORM: All subsequent agreements as a result of an award hereunder ("Agreement"), shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

AA. ADDITIONAL TERMS AND CONDITIONS: The District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

III. SPECIAL CONDITIONS

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

A. CONTRACT TERM OF AGREEMENT: Upon approval from the School Board of Escambia County, FL, and subject to the allowances and requirements of the E-rate program, this award will be valid for up to five (5) years in one (1) year increments. Each agreement year will be effective from July 1st through June 30th ("Term"). Adjustments to labor rates will be negotiable and limited to the Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index for South urban; Size B/C as published by the US Department of Labor, Bureau of Labor Statistics in December of the preceding year. Any requests for adjustments must be submitted in writing to the Procurement Department no later than Nov 1st of each following year. Rate adjustments will not be automatic. Current year pricing will be retained for an additional, successive year if the CPI-U is not greater than zero percent (0%) or if the successful Vendor fails to submit a rate adjustment by the deadline. If a rate adjustment is requested, the Procurement Department will provide notification of allowable increases, if applicable, by Jan 15th.

Notification of non-renewal by the Vendor must be sent in writing and received at least ninety (90) calendar days prior to the end of each Term.

The award may, with School Board approval and subject to then-current Florida Statutes, as well as the allowances and requirements of the E-rate program, thereafter be renewed for five (5) more additional one (1)-year periods, unless the District provides notice (in the District's sole discretion) to not renew the Agreement. Note: The District's written notice of non-renewal shall be delivered not less than ninety (90) days prior to the end of the then-current Term.

B. TERMINATION:

1. The District reserves the right to terminate this Agreement and/or any purchase order in accordance with this Proposal, at any time and for any reason.

2. The Contractor may terminate this Agreement at any time with ninety (90) days written notice to the Procurement Specialist listed on page 1 without penalty. Include the reason for the termination in the written notice.

3. In the event that the Contractor breaches the Agreement, then the District reserves the right to seek any and all remedies in the law and/or in equity.

4. All warranty provisions as it relates to services/parts purchased during this Agreement will survive any termination between the parties regardless of cause and the supplier agrees to be obligated to continue to provide warranty repair service when and where needed as if no termination has occurred.

5. During the course of the Agreement, should the District encounter performance issues in the vendor's execution of their Proposal, the District will begin documenting information concerning those instances. After three (3) instances are recorded within the Agreement Term, a meeting will occur involving a representative from the Responder in question, the Procurement Department, and the Information Technology Department to address.

If performance does not improve in accordance with the established benchmarks from the joint meeting, the District reserves the right to terminate the Agreement. Should an instance be of such severity that the District has reasonable concern for the safety or viability of the operational ability, then the District reserves the right to request an immediate meeting to address the issue without waiting for three (3) documented records.

C. **HARASSMENT/DISCRIMINATION:** Contractors doing business with the District are prohibited from harassing, sexually harassing, and/or discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

D. **EQUAL OPPORTUNITY:** Responders affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60, 2 CFR Part 200 and any additions or amendments thereto.

E. **BACKGROUND SCREENING REQUIREMENTS:** The successful Responder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website (https://www.escambiaschools.org/departments/human-resource-services/fingerprinting-badging). The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

F. **THE RESPONDER AS AN INDEPENDENT CONTRACTOR:** The Responder shall have sole control over the manner and means of providing the services performed under this Agreement. The Responder's relationship to the District under this Agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.

As an Independent Contractor, the Responder is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.

G. COMPLIANCE WITH LAWS: The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority under this Solicitation and Agreement, whether or not such is specified in the Agreement. The Responder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work. Lack of knowledge by the successful Responder will in no way be a cause for relief from responsibility. The Responder warrants that it is a duly formed business entity organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required by the State of Florida.

H. GOVERNING LAWS: This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum. The Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation. The Contractor will pay the District's reasonable attorneys' fees and costs for any matter arising as a result of failure to comply with the requirements specified in Escambia School District Public Records Addendum (Attachment I) of the Solicitation. It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding documents received or generated in direct relationship to any contract/agreement awarded by the District. Should any provision of the Agreement be determined by the Courts to be illegal or in conflict with any laws of the State of Florida or of the United States Government, the remaining provisions shall not be impaired, and such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remainder of the Agreement shall remain valid and in full force and effect.

It is the practice of the District to evaluate all Proposals in an open public forum pursuant to Florida Statute 286.011 and to make available for public inspection and copying any information received in response to a Solicitation, in accordance with Florida Statute Chapter 119, as such any information sent to the District is being sent into the public domain. Proposals received as a result of this Solicitation will not become public record until ten (10) days after the date of opening or until posting of a recommendation for award, whichever occurs first. No action on the part of the Responder(s) would create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes 812.081, 815.045. It is recommended that potential Responders exclude from their response any information that, in their judgment, may be considered a trade secret.

I. INDEMNIFICATION: Nothing set forth in any provision of an Agreement shall mean or be construed that the District has waived, altered, or amended in any manner whatsoever the limitations or provisions of Section 768.28, Florida Statutes, regarding the District's sovereign immunity. The Contractor shall indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the Board, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged:

Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor or its subcontractor, or other party directly or indirectly employed by the Contractor for whose acts may be liable in performance of the work; or

Violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or Liens, claims, or actions made by the Contractor, any subcontractor, or other party performing the work.

The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

Any cost or expense, including attorney's fees, incurred by the Board to enforce the Agreement shall be borne by the Contractor.

The School Board of Escambia County, Florida agrees to indemnify the Contractor to the extent and only to the extent of the limits set forth in 768.28(5), Florida Statutes and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by 768.28(9), Florida Statute.

J. EXAMINATION OF RECORDS: The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this Agreement until the expiration of ten (10) years after final payment under this agreement or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records shall be retained until resolution of the audit findings.

K. EX PARTE COMMUNICATION:

1. Ex parte communication, whether verbal or written, by any potential Responders or representatives of any potential Responders to this solicitation with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification

2. Ex parte communication, whether verbal or written, by any potential Responders or representative of any potential Responders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Responders' offer.

3. Any current meetings the Responder has with District staff and administration, or instructional personnel, shall at no time include any conversation regarding the RFP.

L. COVENANT AGAINST CONTINGENT FEES: The Responder warrants that no person or agency has been employed or retained to solicit or secure a contract pursuant to this Proposal upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the District shall have the right to annul the contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

For purposes of this Section:

1. Bona fide agency means an established commercial or selling agency, maintained by a Responder for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

2. Bona fide employee means a person, employed by a Responder and subject to the Responder's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

3. Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

4. Improper influence, as used in this clause, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

M. INVOICING AND PAYMENTS: Invoices must detail the type of activity, by whom, and the 471 #. The Contractor must submit a detailed, itemized invoice within thirty (30) calendar days after inspection and acceptance by the District of work contracted for, which will include the Purchase Order number and the 471 number for this project. Should the District's Invoice Contact discover an error, the Contractor will have fifteen (15) business days to issue a corrected invoice for review. Failure by the Contractor to submit invoices to the District in accordance with this section may result in a denial of payment by the District, and in the event of an audit by USAC regarding invoicing and payment resulting in the return of funds, the Contractor may also be responsible and liable for payment.

Audits will be conducted at the discretion of the District. Responder agrees that all documentation necessary to validate pricing listed on invoice will be provided to the requesting District representative within ten (10) business days of the written request. In the event additional time is required to obtain the necessary documentation, the successful Responder will notify the District designee within five (5) business days of the District's written request and provide a specified date that the documentation will be ready, which will not exceed thirty (30) days from the date of the written request. Further, the Responder agrees that payment for the invoice in question will be held, without penalty to the District, until the requested documentation has been provided and reviewed by the District, which will not be unreasonably delayed.

Payments will be made on a per-delivery completion with no partial or incremental payments unless authorized in writing by the District's Procurement Department.

The District is exempt from federal and state taxes for tangible personal property. The Contractor doing business with the District will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor will any Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

Note: No work shall begin until a Purchase Order has been submitted to the Contractor.

Any bill, invoices, statement or other claim for funds due submitted more than ninety (90) calendar days after inspection and acceptance of the work contracted for may be deemed waived.

N. COMMUNICATION AND QUESTIONS: Due to time constraints, it is recommended Responders send any questions they may have regarding this solicitation to the designated Procurement Specialist below using a method that can be tracked (email, certified mail, overnight courier, etc.); email is preferred. The deadline for submitting questions concerning this solicitation is **Wednesday, November 11, 2026 at 5:00 p.m., CST.**

All changes in the specifications contained within this solicitation will be made by Addendum. All Addendums concerning this Solicitation will be posted to BidNet Direct website at https://www.bidnetdirect.com/florida. It is the sole responsibility of each Responder to contact the Procurement Specialist responsible for this solicitation or visit the District's website to determine if any Addendums have been issued in order to obtain said Addendum(s). Any applicable Addendums and/or responses to questions received will be posted to the Procurement Department's Current Bid Activity webpage by **Wednesday, November 18, 2026 at 5:00 p.m., CST.**

In order for the Escambia County School District, Florida to ensure fair and equal treatment of all participating Responders, the below named individual is the District's only designated representative for this RFP. Responders shall contact this representative for all information regarding this RFP. **Responders who contact any other District employee, staff, Board members, or plan developer regarding this RFP are subject to disqualification from participating in this solicitation.**

Stephen Castleberry, Procurement Specialist
Procurement Department
Escambia County School District
75 North Pace Boulevard
Pensacola, FL 32505
Email: scastleberry@ecsdfl.us

Both the Invoice and the Technical point of contact will be named following award. For questions concerning contract and performance, the Procurement Specialist on page 1 will remain the point of contact.

O. FORCE MAJEURE: A "Force Majeure Event" is defined as fire, flood, earthquake, acts of God, wars, riots, civil unrest, vandalism, acts of terrorism, or any other similar cause beyond the reasonable control of either Party (the District or the Responder) which make it illegal, impossible, or unreasonable for the Party to perform as originally contracted under this Agreement. Force Majeure does not apply where the non-performing Party is at fault in failing to prevent or causing the default or delay or if the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans, or other means. In the event that a Force Majeure Event prevents the Responder from executing its responsibilities under this Agreement, the Responder must immediately notify the District. The District will not hold the Responder in default of this Agreement if the Responder's non-performance is directly caused by a Force Majeure Event. A strike, lockout, or labor dispute shall not constitute a Force Majeure Event and shall not excuse the Responder from its obligations under this Agreement.

P. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance with Chapters 215 and 287, Florida Statutes, the District is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent

companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. The respondent is specifically required to complete the State of Florida Vendor Certification Regarding Scrutinized Companies Lists form included within this solicitation (Attachment C). Any multi-year agreement award resulting from this solicitation shall further require the awarded vendor to recertify prior to each renewal of the agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board (or District) may terminate any agreement resulting from this solicitation if the vendor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list. Notwithstanding the preceding, the District reserves the right to and may permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the District determine, on a case- by-case basis and in its sole discretion, that the conditions set forth in Section 287.135(4) are met.

Q. PRICING:

1. All pricing will remain firm through the term of the Agreement as detailed in Section III (Special Conditions), Letter A (Contract Term of Agreement).

2. Responder agrees to hold pricing and Agreement terms following the award through the issuance of Purchase Orders by the District. In the event that the District does not receive a positive funding commitment letter through initial submission or following an appeal; the District will have sole and exclusive ability to revoke the award. In the event that the District wishes to proceed with the purchase of goods and services with an alternate payment source, the Responder and District will negotiate any changes.

3. Due to the possibility of program changes, the Parties agree to work in good faith to address any changes that may affect this solicitation, including cost and quantity.

4. Pricing will be offered in quantity-based tiers to allow for ordering fluctuations while maintaining the per-unit cost within the corresponding tier.

5. Pricing will reflect any additional delivery services required to offload the equipment and deliver inside the location(s). This may include lift-gate, transport via pallet, etc.

6. Responder agrees to provide pricing that would meet the program requirement of "Lowest Corresponding Price (LCP)" as defined by USAC as: "The lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-rate Program applicant (school, library, or consortium) for similar services."

7. Pricing must reflect a separation of eligible and ineligible costs. Anything that would be deemed "free", "promotional", etc. must be clearly identified with the value of the offering indicated.

8. During the performance of this Agreement, no allowances will be made for price increases, even if as a result of tariffs or government action or inaction.

9. In the event the price decreases or is found to be a lower cost for the same product or similar services, the District will receive price-matching to the lower cost.

Failure of the Responder to allow this may result in a material breach, subject to the provisions as stated in Section II (General Terms and Conditions), Letter R (Performance).

10. The District will not be liable for any costs not included in the Proposal and subsequent contracted-for-costs.

11. Pricing will not be given consideration until all proposals are determined eligible based on the items in Section IV (Submission Requirements). Further, Section V (Evaluation Criteria), Letter A (Evaluation Matrix) will be evaluated prior to giving consideration to price.

R. ADDITIONAL FEDERAL REQUIREMENTS: While not provided as separate certifications in this Solicitation, by signing the Form 470 Proposal Acknowledgement (Page 1 of this document), the signatory attests to the applicable certification provisions listed below:

1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.

2. The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.).

3. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).

4. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).

5. Energy Policy and Conservation Act (Pub. L. 94–163, 89Stat. 871).

6. Contract Work Hours and Safety Standards Act (29C.F.R. Part 5). 9

7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).

8. Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).

9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.

11. Rights to Inventions Made Under a Contract or Agreement (2 CFR 200.326 Appendix II (F).

12. Procurement of Recovered Materials and Solid Waste Act (2 CFR200.322).

13. Breach of Contract [2CFR Appendix II to Part 200(b)].

14. Byrd Anti-Lobbying [2CFR200.326 Appendix II (J)].

Minority/Disabled Service Veteran Suppliers are encouraged to participate in this solicitation and to register with the Florida Department of Management Services Office of Supplier Diversity at: https://osd.dms.myflorida.com

S. MISCELLANEOUS:

1. Any Proposal may be withdrawn until the date and time set for the opening of the Solicitation. Any Proposal not so withdrawn will constitute an irrevocable offer to provide the District the services/products set forth in this Solicitation.

2. The District reserves the right to use other existing contracts when determined to be in their best interest. The District also reserves the right to bid separately any item(s) or service(s) covered under this Solicitation if deemed to be in the best interest of the District at any time during the term of this Agreement.

3. No work shall begin until a Purchase Order has been submitted to the Contractor.

4. The successful Responder must obtain a Service Provider Identification Number (SPIN) or proof of SPIN application from the Schools and Libraries Division of USAC and must be in good standing (not in Red Light status) with the FCC prior to the proposal evaluation date. Evidence of the SPIN and current Red Light status print-out must also be provided to the District before the proposal evaluation date. This certification and good standing must be maintained throughout the term of the Agreement. Failure of the Responder to obtain a SPIN or proof of SPIN application in good standing prior to proposal evaluation shall be considered non-responsive, or failure to maintain certification in good standing during the term of Agreement shall constitute a breach of contract. Further, the Responder shall reimburse the District for the full amount of any invoices that are not reimbursed by the FCC/SLD because of the Responder's lack of certification, failure to recertify, or Red Light status.

5. All equipment and material will be new. Used, refurbished, damaged or deteriorated equipment and material is NOT acceptable.

6. The Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

7. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

8. The Agreement is entered into solely between, and may be enforced only by, the District and the Contractor, and the Agreement shall not be deemed to create any rights in third parties, including suppliers and customers of a party, or employees of either party, or to create any obligations of a party to any such third parties.

9. All media releases, public announcements, and public disclosures by either party relating to the Agreement or the subject matter of the Agreement, including promotional or marketing material, shall be coordinated with and approved by the other party prior to release.

10. Following award, if any date of significance hereunder falls upon a Saturday, Sunday, or Federal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or Federal holiday. Saturdays, Sundays and Federal holidays shall not be considered business or working days. It is expressly understood by the Responder that the "28-Day Waiting Period" as required by USAC is by calendar with no allowances for holidays, Saturdays, or Sundays.

11. By returning a signed and completed Proposal, the Responder attests that there has been no collusion with any other Responder. In addition, there has been no divulging, discussion, or comparison of this Solicitation during the preparation or submission of a Proposal in order to gain an unfair advantage in the award of this Solicitation.

12. The Contractor herein shall not assign payments under the Agreement without the prior written consent of the District.

13. As part of the requirement for Responders to remain in compliance with federal, state, local, and program laws and regulations; it is understood and accepted by Responders that any Proposal including equipment or services provided that are affiliated with Huawei, ZTE, Hytera, Hangzhou Hikvision, and Dahua are otherwise prohibited under FCC rules 47 CFR, Sections 54.9 and 54.10, and will not be considered.

T. DEFINITIONS: For the purposes of this Solicitation the following definitions apply:

1. **DCA:** District Contract Administrator designated after award.

2. **NJUNS:** National Joint Utilities Notification System used to ticket and close pole transfers and related joint-use work.

3. **Inside Plant:** data communications equipment, systems, or services located on District property. Not in scope.

4. **Outside Plant:** data communications equipment, systems, or services located outside District property. Predominantly connectivity among District facilities (the District MAN). This solicitation is OSP only.

IV. SUBMISSION REQUIREMENTS

Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole discretion of the District. Proposals **must** be submitted in hardcopy format or electronically via https://www.bidnetdirect.com/florida. Fax and/or email submissions will be considered **"non-responsive".** Any disqualified Proposals will be retained by the District.

All documents listed below must be returned in their entirety. **Failure to return all pages of the entire document or any of the listed items will subject your Proposal to disqualification as indicated below.** Once accepted, all originals and any copies of Proposals become the sole property of the District and may be retained or disposed of by the District in any manner which the District deems fit. Modifications or alterations to this RFP document are prohibited and may result in the rejection of your Proposal.

A. **The entire RFP document (Pages 1 - 40) must be returned.** The first page of this document must have an **original or electronic** signature. No faxed or emailed documents will be accepted. In the event that the Responder makes an error on entering any information and enters a correction, the Responder shall initial the change(s). Any Proposal submitted with strike over or white out corrections that are not initialed may be rejected as a non-responsive Proposal.

B. **Mailed Responses: Return your original Proposal and six (6) copies**. The copies must be a photocopy of your original Proposal and there shall be no differences in the RFP document or attached enclosures. Any difference or failure to include RFP attachments in both sets may cause your Proposal to be rejected. **Please mark all copies as "COPY". Hardcopy RFP documents may be printed double-sided with left margin, book-style binding.** Your original Proposal and copies, excluding your Price Proposal, must be submitted in a sealed envelope which must be clearly labeled **"RFP #470 270001217 – ECSD – Outside Plant Fiber Maintenance and Repair Services"** on the outside of the package.

C. Failure to return the following items WILL result in your Proposal being deemed "disqualified" and not eligible for further consideration:

1. **Form 470 Proposal Acknowledgment:** This acknowledgment must be completed in its entirety, signed, and returned with the Responder's Proposal. (Page 1 of this document)

2. **Entire Proposal Document:** All pages of this Proposal document should be submitted with your proposal. (Pages 1 - 40)

3. **Reference Release Form:** At least three (3) reference must be provided. (Attachment B)

4. **Conflict of Interest Disclosure Form**: This form must be completed in its entirety, signed, and returned with the Responder's Proposal. (Attachment C)

5. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:** This form must be completed in its entirety, signed, and returned with the Responder's Proposal. (Attachment D)

6. **Vendor Certification Regarding Scrutinized Companies Lists:** This form must be completed in its entirety, signed, and returned with the Responder's Proposal. (Attachment E)

7. **Vendor Certification Regarding E-Verify:** This form must be completed in its entirety, signed, and returned with the Responder's Proposal. (Attachment F)

8. **E-Rate Certification Form:** This form must be signed and returned with the Responder's Proposal. (Attachment G)

9. **Affidavit Regarding the Use of Coercion for Labor and Services:** This form must be completed in its entirety, signed, and returned with the Responder's Proposal. (Attachment K)

10. **Price Proposal:** Pricing will not be given consideration until all proposals are determined eligible based on the items in this Section. Further, Section V (Evaluation Criteria), Letter A (Questionnaire and Response) will be evaluated prior to considering price proposals. A Price Proposal must be signed, dated, and submitted. The original Price Proposal and a photocopy must be provided in a separate, sealed envelope which must be clearly labeled "PRICE PROPOSAL: RFP #470 270001217 – ECSD – Outside Plant Fiber Maintenance and Repair Services."

11. **Response to Questionnaire Attachments:** The following items must be provided and attached to the Responder's Proposal.

    a. **Company Background and Experience:** This information must be provided per Section VIII.A.

    b. **Technical Approach:** This information must be provided per Section VIII.B.

D. Failure to return the following items MAY result in your Proposal being deemed "disqualified" and not eligible for further consideration, at the sole discretion of the District:

1. **Escambia School District Risk Management Addendum:** This form must be initialed and returned with the Responder's Proposal. (Attachment H)

2. **Escambia School District Public Records Addendum:** This form must be initialed and returned with the Responder's Proposal. (Attachment I)

3. **Drug Free Workplace:** This form while not required, will be a determining factor in award between two (2) Proposals equal in price, quality, and service. If submitting, this form must be signed and returned with the Responder's Proposal. (Attachment J)

4. **Service Provider Identification Number ("SPIN"):** Acceptable documentation for proof of SPIN will be a copy of FCC Form 498, a screen print from the E-File System or proof of SPIN application. SPIN Numbers will be verified by District personnel.

5. **"Red Light Status":** Utilize https://apps.fcc.gov/redlight/login.cfm or https://apps.fcc.gov/cores/userLogin.do to obtain a print-out showing the company name, FRN (FCC Registration Number), status, and the date/time the information was obtained. See the example provided in Exhibit 1 of this Proposal.

   The Responder must be in good standing. If the Responder is at fault for certain issues, the District is not responsible for their actions.

A Submission Checklist has been provided in Attachment L to assist Responders in ensuring that their respective Proposal includes all of the required documents and attachments. **All Proposals and pricing must be received no later than Thursday, December 17, 2026 at 1:30 p.m., CST.** Any Proposal received after the stated time and date or received at any other location will not be considered.

V. EVALUATION CRITERIA

Primary factors used to decide the award will be price, qualifications, and ability to perform the maintenance, repair, and pole-transfer work described in Section VII. Price of E-Rate eligible services is the primary factor. The District reserves the right to reject any or all proposals, waive minor irregularities, request clarification, and award in the manner that best serves the District. Award may be all or none. Points awarded by each member of the evaluation committee will be averaged and rounded to the next whole point.

A. Evaluation Matrix (100 points):

Lack of a response for any item above may result in zero (0) points for that item. All attachments shall be clearly marked and reference the appropriate item. Additional information may be submitted by the Responder; however, the evaluation committee shall be solely responsible for determining the weight such information will be assigned, if any. Responses received which do not contain ALL items listed in this section may be considered non-responsive at the sole discretion of the District. An Agreement will be awarded to the Responder(s) deemed to be, overall, the most responsive and capable to meet and perform according to the RFP's specifications and scope of work for services.

Criterion	What is scored	Points
Price of E-Rate eligible services	Completed price proposal using Section IX. Firm labor rates, inspection event price, NJUNS pole-transfer units, mobilization, emergency surcharge, material markup, and optional-year escalation. Ineligible costs identified and separated. Locate / 811 pricing excluded.	40
Technical approach	Maintenance plan for bi-annual full-route inspection (drive-by and foot). Four-hour emergency response process and 24/7 on-call coverage. NJUNS workflow (ticket receipt, scheduling, make-ready, as-builts, closeout). Typical repair methods. Tools and equipment (OTDR, fusion splicer, bucket). Documentation quality (photos, locations, before/after).	25
Qualifications, licensing, capacity, and references	State of Florida business / contractor licenses relevant to OSP fiber and aerial work. Number of OSP technicians within a reasonable response distance. After-hours coverage. Named subcontractors, if any. Three references for similar school, government, or utility OSP fiber maintenance. The District may not be used as one of the three required references; past District performance may still be considered.	25
E-Rate experience, SPI support, invoicing / reporting	Demonstrated ability and commitment to obtain a valid SPIN and good standing (not in Red Light status) prior to contract execution. Demonstrated E-Rate OSP experience. SPI (Service Provider Invoicing) billing is preferred by the District, but is not required. State the maximum discount percentage supported if SPI billing is offered. Method of reporting hours. Number of District contacts authorized to report problems. Ability to separate eligible and ineligible charges and include Form 471 and NJUNS numbers on invoices.	5

Exceptions / contract flexibility	Acceptance of the five-year base term and optional one-year extensions as part of this competitive request. Length of contract offered. Exceptions list (silence equals acceptance).	5
TOTAL		**100**

B. PROPOSAL EVALUATION PROCESS AND DISTRICT'S RIGHTS AND RESERVATIONS:

1. Proposals are received and publicly opened. Only the names of the Responders are read at the proposal opening.

2. An Evaluation Committee will convene, review, and evaluate all Proposals submitted based on the factors set forth in the RFP. The District reserves the right to waive any irregularities and technicalities. The District reserves the right to accept or reject any or all Proposals. Procurement personnel will participate in an administrative and advisory capacity only.

3. The Evaluation Committee reserves the right to interview any or all Responders and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written Proposal received. The District will not be liable for any costs incurred by the Responder in connection with such interviews (i.e., travel, accommodations, etc.).

4. All Proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the Proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial Proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Responder; or, (3) Allow the top ranked Responders to make oral presentations.

5. Responders are advised to provide their best offer with the initial Proposal because the District reserves the right to award a Contract based on initial Proposals without further discussion or negotiation. The District reserves the right, before awarding the Contract, to require Responder(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

6. The District, in its sole discretion, will select the Proposal(s) most advantageous to the District. The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable Proposal. The District reserves the right to further negotiate any Proposal, including price. In the event that a mutually acceptable contract between the District and the selected Responder(s) cannot be successfully negotiated and executed, the District reserves the right to discontinue negotiations with such Responder(s) and to negotiate and execute a Contract with the next-ranked Responder(s).

7. The District reserves all rights, in its sole discretion, not to issue an award to any Responder, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Responder for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

8. The Procurement Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then recommend the award(s) to the School Board. The School Board will then approve or reject the recommendation.

VI. DISPUTE

Any person or company whose substantial interests are directly and adversely affected by the award or intended award of a bid, RFP, or contract may file a protest in accordance with the rules set forth herein.

A. The District reserves the right to reject all Proposals submitted and re-solicit at any time during the solicitation process.

B. Solicitation award recommendations and tabulations will be posted for seventy-two (72) hours in the Procurement and Business Services Department and on its website. Failure to file a "Notice of Protest" during this seventy-two (72) hour period, 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 School Board Rule and Florida Statutes. It is the Contractor's responsibility to ensure timely filing and receipt of protest by the Procurement and Business Services Department.

C. Within ten (10) days, not including Saturdays, Sundays and Federal holidays, of filing the Notice of Protest, the Protester shall file a formal written protest with the Procurement and Business Services Office. The formal written protest shall state with particularity the facts and law on which the protest is based. At the time of filing the formal written protest, the Protester shall post a Protest Bond to defray the costs incurred by the Board in considering the protest. The Bond, payable to the Board, shall be in the amount equal to five percent (5%) of the estimated amount of the contract or ten thousand dollars ($10,000.00), whichever is greater, not to exceed twenty-five thousand dollars ($25,000.00).

1. The Protest Bond shall be in the form of a surety bond, cash, or certified funds, and shall be conditioned upon payment of all costs and charges which may be incurred by the Board in considering the protest if the Board prevails. In the event the Protest is withdrawn prior to a formal hearing or the Protester prevails as determined by the findings of an independent Hearing Officer, the Bond will be refunded to the Protester.

2. Failure to file the Notice of Protest, formal written protest, and/or Protest Bond within the time permitted shall constitute a waiver of proceedings under Board Rules and Florida Statutes. The Protester has the responsibility to ensure timely filing of the Notice of Protest, formal written protest and/or Protest Bond and receipt of same by the Procurement and Business Services Office.

D. Communications shall continue between the Protester and the Procurement and Business Services Department and/or their legal counsel for seven (7) days, not including Saturdays, Sundays and Federal holidays from filing the formal written protest in an effort to mutually resolve the protest. The Parties may mutually extend the seven (7) workday time period. If the subject of a protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, the Board shall refer the protest to the Florida Division of Administrative Hearings (DOAH).

E. The Florida Division of Administrative Hearings (DOAH) will assign an Administrative Law Judge (ALJ) to serve as an impartial Hearing Officer. A date, time and location will be set for an administrative hearing within thirty (30) days.

1. The Parties shall arrange to have all witnesses and evidence present at the time and place of hearing. Subpoenas will be issued by the ALJ upon request of the Parties. All Parties have the right to present oral argument and to cross-examine opposing witnesses. All Parties have the right to be represented by counsel or other qualified representative, in accordance with Florida Administrative Code Rule 28-106.106. Failure to appear at this hearing may be grounds for closure of the file without further proceedings.

2. The ALJ shall render his findings of fact and ruling of law. Each Party shall be allowed ten (10) days in which to submit written exceptions to the recommended order. A final order shall be submitted within thirty (30) days of the entry of the recommended order to the School Board to be adopted for resolution and disposition of the protest.

3. If the Protester prevails, the Board shall return the Protest Bond to the Protester.

If the Board prevails, the Protester will submit payment for all costs and charges, such as ALJ and court reporter fees. Each Party will be responsible for their own attorney fees regardless of the findings of the ALJ. Upon settlement of all costs and charges, the Protest Bond will be returned to the Protester.

VII. SCOPE OF WORK OR SERVICES

The District currently owns approximately sixty-two (62) miles of outside plant fiber spread throughout Escambia County, FL. Thirty-six (36) miles of fiber are aerial and the other twenty-six (26) miles are buried. Mileage and mix may change during the term as routes are added, retired, or rebuilt. A KML file of the District's topology may be requested by interested Responders.

Locate services (Sunshine 811 / Florida One Call marking) are not in this scope and shall not be priced. Inside plant is not in scope. The District invites proposals from qualified firms experienced in providing outside plant fiber optic maintenance, pole-transfer, and repair services in accordance with the following:

A. Maintenance Services:

1. The Contractor shall perform a bi-annual inspection and survey of the entire fiber optic route, both underground and aerial, to identify and minimize potential hazards to the fiber optic cables or infrastructure. The inspection shall identify any of the following but not limited to: areas of construction activity; missing or damaged buried-cable markers; damaged or unsecured closure lids; significant areas of standing water near ducts and handholes; damaged splice enclosures; sunken or damaged handholes; damaged or leaning poles carrying District fiber; broken lashing or hardware; and other conditions that threaten the plant or public safety.

2. The first bi-annual inspection and survey for each contract year shall be performed before August 1st of each school year with the exception of the initial year, which will be performed within two (2) months of Awarding this contract.

3. The bi-annual inspection and survey shall be conducted by not only drive-by patrols but also through inspections on foot when necessary for visual inspections of handholes, splice points, and any other area deemed necessary by the District Contract Administrator (DCA). If an immediate threat to the operation of the network or public safety is assessed, it shall be communicated to the DCA immediately and scheduled for repair. All other possible threats will be thoroughly documented and reported to the DCA within one (1) week of the discovery and should be completed during regular business hours unless the DCA directs otherwise.

4. Documentation of every inspection shall consist of the date of the inspection, exact location and description of any issues identified, suggested remedy, digital pictures of all issues and areas of high potential for issues, and name of the person(s) performing the inspection. If an immediate threat is assessed and rectified, the Contractor shall provide a picture of the threat before repairs and after completion of the repair.

B. Pole Transfers (NJUNS):

1. When a pole owner or joint-use party requires transfer of District aerial fiber and associated hardware to a new or replacement pole, the Contractor shall perform the physical transfer and related make-ready on the District's plant.

2. All pole-transfer work shall be coordinated and documented in the National Joint Utilities Notification System (NJUNS). The Contractor shall maintain an active NJUNS account capable of receiving tickets assigned to the District, or shall operate in the District's NJUNS workspace as directed by the DCA.

3. The Contractor shall receive and respond to tickets, schedule transfers within required NJUNS timeframes or sooner if directed by the DCA, complete the physical transfer, photograph completed work, enter as-built notes, and close the ticket.

4. Pole transfers required because of Contractor or subcontractor error shall be completed immediately and at no cost to the District.

5. Documentation of every pole transfer shall include NJUNS ticket number, pole number / location, date completed, before-and-after photographs, and crew names.

C. Repair Services:

1. The Contractor shall perform repair services on an as-needed basis and shall be compliant with industry standards and expectations. Repair services, both routine and emergency, shall be properly documented and a supervisor must perform a final inspection of the repair with the DCA, or appointed designee.

2. Repair services will be performed on a time and materials basis. Costs associated with the repair and paid by the Contractor for materials will be reimbursed as part of the invoicing process. Labor rates will be as specified in the price proposal and are billable upon arrival at the work site and end once the work has been completed at the site. Any breaks taken during the working session will not be billed to the District. Time spent on a repair shall be billed to the nearest quarter hour.

3. Repair services which resulted from negligence of the Contractor or Subcontractor shall be immediately remedied by the Contractor and at no cost to the District.

4. Documentation of every repair shall include the date of the repair, description of the original issue, description of the repair, digital pictures of the issue, both before and after the repair, names of the repair crew, NJUNS ticket number if applicable, and name of the supervisor who performed the final inspection.

5. In the event a fiber line is determined to be damaged to the point of no longer being viable for repair, the Contractor and DCA shall mutually review available options (such as replace or remove) and develop a scope of work. Such scope of work will be approved in writing by the DCA and issued with a new or amended Purchase Order.

D. Emergency Repairs:

The Contractor is required to be on-call twenty-four (24) hours a day, seven (7) days a week, and respond to all emergency repairs within four (4) hours of the reported incident. By submitting a proposal, Responder agrees that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the District shall be given a high priority for all goods and services under this contract. Responder agrees to provide all goods and services to the District throughout the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Responder shall furnish a twenty-four (24)-hour phone number to the District in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of contract and make the Responder subject to legal actions and other remedies as available.

E. Documentation and Invoicing:

1. Documentation and invoicing of all maintenance, pole-transfer, and repair services shall be submitted within thirty (30) calendar days after District inspection and acceptance as described in Section III (Special Conditions), M (Invoicing and Payments) to the DCA, or appointed designee.

2. Invoices shall detail activity type, who performed the work, and hours by labor category, Purchase Order number, and Form 471 number. NJUNS ticket numbers shall appear on invoices for pole-transfer work. Eligible and ineligible charges shall be separated.

VIII. QUESTIONNAIRE AND RESPONSE (Maximum – 60 Points)

Responder shall provide the information requested in this section as an attachment – Response to Questionnaire Attachments and submit it in the manner prescribed in Sections IV (Submission Requirements) and V (Evaluation Criteria). (Pages 17 – 19).

A. Qualifications, Licensing, Capacity and References (Maximum – 25 Points)

1. Company Biography (Maximum – 4 Points):

Provide a brief company biography, limited to two (2) pages, to include: General information on the company to include, number of years in business as a Fiber Optics Maintenance provider, the location of Corporate headquarters, the location and business hours of the office from which the work for the District would be performed, and the company's primary business focus.

2. Company Structure and Experience (Maximum – 15 Points):

The Responder must be capable of efficiently and successfully servicing all of the District owned Fiber Optics within Escambia County, FL. To assist in the evaluation of the size and expertise of the Responder's staff, when appropriate, Responders may supplement this proposal with graphic material and digital photographs which best demonstrate the Responders work capabilities. Please provide the following information:

a. Provide the Responder's point of contact information, including the name, email, and phone number if the District will have a single point of contact. If the Responder plans to have multiple designated contacts, describe each person's area of responsibility and provide their contact information. If the District will not have any designated contacts—single or multiple, describe the support services structure the District should expect.

NOTE: Any changes with the Responder's point of contact shall be communicated to the DCA as soon as possible.

b. State the number and names of full-time and part-time employees employed by the Contractor who will provide service to the District under this Agreement as well as their years of experience in this field and provide proof of any relevant licenses and/or any certifications they possess.

c. Provide both a detailed listing of the heavy equipment your company currently owns or will be utilizing which is necessary for providing Fiber Optic maintenance or repair services for this solicitation; e.g. bucket trucks, scissor lifts, boring equipment, light alls, etc. If relying on short term rentals, state which equipment will be rented, identify your primary rental source/supplier, and describe your plan and guarantee timeline for securing rental equipment during routine operations as well as during emergency repairs or catastrophe response.

d. Provide a copy of your business license and contractor licenses as referenced in Section III (Special Conditions), C (Licenses). These licenses must remain current during the contracted terms and are subject to be requested by the District for verification purposes.

e. Provide insurances currently held and in what amounts. The District should be named and the insurance company will be licensed to do business in the State of Florida.

f. Will the Responder require the use of a subcontractor to provide the requested services listed in this RFP? If you plan to use subcontractors to perform services, then please provide a one (1) page explanation of who the subcontractor(s) is/are and how and when they will be utilized.

Note: Anyone on the convicted vendor list following a conviction for a public entity crime may not 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 State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

3. References (Maximum – 6 Points):

Provide a list (Attachment B) of no more than three (3) references for which you have performed services similar to those proposed in this RFP within the last five (5) years. The reference list shall include: the client's name, address, contact name, phone number, email address (if available), and a brief description of the work provided. Past performance with the District may also be considered.

By providing the reference information, you are authorizing the District to contact the reference to ask questions and obtain information relative to your performance.

References are scored inside the Section V.A criterion "Qualifications, licensing, capacity, and references". The three references account for up to six (6) points, two (2) points per reference: two (2) points for a positive response, one (1) point for a neutral response, and zero (0) points for a negative or missing response.

B. TECHNICAL APPROACH (Maximum – 25 Points):

1. **Catastrophe Response (Maximum – 15 Points):** The District has experienced lengthy interruptions of service in the past due to catastrophes such as hurricanes. Provide a plan using Hurricane Isaias as an example to indicate your response to catastrophic issues that could be experienced by the District or by your organization. Include a ranking of the District's priority in relation to other entities within government, private and public sectors in the event that your organization's services are requested and how your organization will handle an overload of emergency requests. Also state the number of current contracts your organization manages for those entities.

2. **Documentation (Maximum – 10 Points):** Provide documentation of some of your past Fiber Optics Repair Service projects to include pictures, drawings, or sketches of the work you have completed in the past.

   Note: Any documentation created during the course of providing services under this contract may be requested by the District and would be considered the property of the District.

   State whether the Responder will accept the District Visa Purchasing Card for payment, and any conditions on that acceptance.

C. Experience, Invoice and Exceptions (Maximum – 10 Points)

1. **Invoicing (Maximum – 5 Points):**

   a. Indicate acceptance of Service Provider Invoice (SPI).

   b. State the maximum Service Provider Invoice (SPI) percentage Responder to allow.

   c. Indicate acceptance of invoice submission in accordance with Section III (Special Conditions), Letter M (Invoicing and Payments).

   d. Indicate acceptance of pricing requirements in accordance with Section III (Special Conditions), Letter Q (Pricing).

   e. State whether the District may order and/or pay invoices with a District Visa Purchasing Card with no additional fees.

   f. Submit sample invoice(s) for both the District and USAC (if formatted differently).

2. Exceptions/Flexibility (Maximum – 5 Points):

   a. Indicate acceptance of five-year term with one-year extensions.

   b. Indicate length of contract offered.

   c. List any exceptions.

IX. PRICE PROPOSAL (Maximum – 40 Points)

All rates shall be firm for the five-year base term (July 1, 2027 through June 30, 2032) unless otherwise stated. Vendors shall state the pricing method for each optional one-year extension after year five (firm rates or a maximum annual escalation percentage). Do not include locate / 811 pricing. Submit the price proposal (Attachment A) signed, in a separate sealed envelope.

Federa1 Communication• Comm•••&on

Red LightDiSP-lay-5.ystem

FCC I Fees I Red Light Display System

< FCC Site Map

Vendor name (FRN #) Log Out

Back | Print | Help

(#)

sTATus:Green

You have ho delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 12/14/2020 at 6:32 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service

RedL,ght HelQ FCCDE.btCollect,n CC Fee, \JLO Pc.. \. '. / ';f

RedLight Display SystemHelp Line:(877)480-3201,option 6;TTY(202)414-1255 (Mon.-Fri.8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at ar ng0 ries . fL -9 or fa us at (202) 418· 7869.

Attachment A

Price Proposal

A. Labor rates

Billable hours begin upon arrival at the work site and stop when the work at the site is complete. Breaks are not billed. Time is billed to the nearest quarter hour.

Labor category	Straight time $/hr	After-hours / night $/hr	Sunday / holiday $/hr
OSP Technician			
Splicer / OTDR technician			
Foreman / supervisor			
Bucket / line crew (two-person)			

B. Unit and recurring pricing

Item	Price
Bi-annual full-route inspection (per inspection event)	$ _____ / event
Mobilization / trip charge (if any; define included radius)	$ _____
Standard single-pole fiber transfer via NJUNS (per pole, including closeout)	$ _____ / pole
Complex / multi-cable pole transfer (per pole)	$ _____ / pole
Emergency four-hour response surcharge (if not already in after-hours rate)	$ _____
Material markup over documented cost (percent)	_____ %
Annual escalation for optional years after the five-year base (percent, or “none”)	_____ %

Materials will be reimbursed at documented supplier cost plus the markup percent stated above. A cost-plus model without a stated percent, or without supplier documentation, is not acceptable. Invoices shall attach or identify the supplier invoice. District-furnished or third-party components may be installed at labor-only rates.

Equipment the Contractor does not own shall be identified. Rental reimbursement, if any, shall be stated as a pass-through of the rental invoice with no markup, or included in the labor or mobilization rate. Do not add a separate undisclosed rental charge.

Eligible and ineligible charges shall be separated. Locate / 811 pricing shall not be included.

Authorized signature: _____

Printed name / title: _____

Date: _____

Attachment B

Reference Release Form

I_____ (Name/ Title) give the Escambia County School District authorization to check our company's previous performance.

Authorizing Signature: _____

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

REFERENCE	
COMPANY NAME:	
COMPANY ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	FAX NUMBER:
CONTACT'S EMAIL ADDRESS:	

Attachment C
Conflict of Interest Disclosure

Conflict of Interest and Ethical Considerations. The Responder affirms that, to the best of his or her knowledge, there exists no actual or potential conflict between the Responder's business or financial interests and its services under the proposed RFP. In the event there may be an actual or potential conflict, the Responder will notify the Procurement Specialist on page 1, of the possible conflict(s) of interest which may arise as a result of such charge.

Examples of potential conflicts of interest are listed below:

A. Recent firing or in-process consideration for employment of persons that are currently or have been with the Responder (last three (3) years).

B. Recent termination (voluntary or otherwise) of Responder's employee(s) to be gainfully employed by the District in connection with the Information Technology Department.

C. Current RFP submission directly or as a subcontractor with the District.

D. Holding a consulting, advisory, or other similar position with the Responder outside of direct correlation of authorized work.

E. Holding any current membership on a committee, board, or similar position with the Responder.

F. Having a relationship with District personnel specifically connected to Information Technology or Procurement Departments. Additionally, having a relationship specifically connected with School Board personnel or School District Administration, inclusive of the Superintendent, Deputy Superintendent and Assistant Superintendents. This includes any affiliation or relationship by marriage or through family membership, any business or professional partnership, close personal friendship, or any other relationship.

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

Responder's Printed Name:_____

Responder's Signature:_____

Attachment D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

(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 | SPONSOR AGREEMENT NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S) | DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above 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 changed circumstances.

4. The terms " covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "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 Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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.

General Counsel Approved 042624

Attachment E

State of Florida

Vendor Certification Regarding Scrutinized Companies Lists

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

State of Florida

Vendor Certification Regarding E-Verify

Respondent Vendor Name:_____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title:_____

Address:_____

City:_____State: _____ZIP:_____

Phone Number: _____

Email Address: _____

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes, Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor prior to entering into a Contract involving labor or providing goods or services to the Escambia County School District (ECSD) or School Board of Escambia County (SBEC). ECSD or SBEC may request or require evidence of registration with E-Verify. Contractor shall also include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or SBEC on its behalf, register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing labor or providing goods or services for ECSD or SBEC . Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing labor or providing goods or services for ECSD or SBEC on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECSD or SBEC and will furnish a copy of such affidavit as may be required or requested. Further, it is understood and accepted that a Contract may be terminated for failure to comply with the requirements of § 448.095 Florida Statutes and the Contractor shall be ineligible for award of further public contracts for a period of at least one (1) year after termination.

Certified By:_____
AUTHORIZED SIGNATURE

Print Name and Title:_____

Date:_____

Attachment G
E-Rate Certification

Responder(s) must be a certified E-rate provider, shall have a "Service Provider Information Number" (SPIN) from the Schools and Libraries Division of the Universe Service Administrative Company, and be responsible for complying with all rules and regulations of the E-rate program.

This certification must be maintained throughout the term of the contract. Evidence of Responder's certification and annual re-certification by the Federal Communication Commission/Schools and Library Division ("FCC/SLD") must be provided no later than thirty (30) calendar days following the start or renewal of an Agreement term.

Failure of Responder to maintain this certification, re-certify annually, or have certification revoked by FCC/SLD shall constitute a breach of contract. Further, Responder shall reimburse the District for the full amount of any and all invoices resulting from the services provided by the Responder that is not reimbursed by the FCC/SLD because of Responder's lack of certification, failure to re-certify, revocation of certification, or failure to comply with rules and regulations of the E-rate program, including but not limited to, failure to comply with supply chain orders as found in the CFR, Sections 54.9 and 54.10, as required by the FCC/SLD. Any audit that results in the repayment of funds received by the Responder as a result of the Responder's failure to comply will not be the responsibility of the District. In addition, any amount owed by the District will be paid by the Responder in the event repayment is a result of the Responder's failure to comply with the rules/regulations of the E-rate program.

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

Responder's Printed Name: _____

Responder's Signature: _____

Attachment H

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. **Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of , or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.**

B. REQUIRED INSURANCE:

1. **Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than $1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.**

2. **If this agreement involves performance by officers, employees, agents or sub- contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of $100,000.**

Approved:
Signer:

Initials of each
Signer:



KevinT. Windham, CFE,CSRM,
Director-Risk Management
Escambia School District
75North PaceBoulevard
Pensacola, FL 32505

Attachment I

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR"S RESPONSIBILITY FOR COMPLIANCE WITH CHAPER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a "contractor" as "an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2)." To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See http://dos.myflorida.com/library-archives/records-management/general-records-schedules)

2. Records include 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 School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board 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 the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF 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 SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:

Initials of Each Signatory:

Ellen D. Odom, General Counsel
Escambia County, School Board
75 N. Pace Blvd., Pensacola, FL 32505
05/17/21

Attachment J

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals 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 proposal 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 proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace 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 contract 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 contract, the employees 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's Signature _____

Attachment K

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

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

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

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

General Counsel Approved 04 2424

ATTACHMENT L

Submission Checklist

Use this checklist to ensure that you have included all required items in your Proposal. For specific submission instructions, refer to Section VI.

ENVELOPE 1

Complete Proposal (Refer to Section VI) – **– One (1), Original or Electronic Signed Original. For mailed RFP response, please include six (6) copies.**

_____Form 470 Proposal Acknowledgement (Page 1)

_____Attachment B – Reference Release Form (Page 29)

_____Attachment C - Conflict of Interest Disclosure (Page 30)

_____Attachment D – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Page 31)

_____Attachment E – Vendor Certification Regarding Scrutinized Companies Lists (Page 32)

_____Attachment F – Vendor Certification Regarding E-Verify (Page 33)

_____Attachment G – E-Rate Certification (Page 34)

_____Attachment H – District Risk Management Addendum (Page 35)

_____Proof of Required Insurance (Current copy of Certificate of Insurance)

_____Attachment I – Public Records Addendum (Page 36)

_____Attachment J – Drug Free Workplace (Page 37)

_____Attachment K – Affidavit Regarding the Use of Coercion for Labor and Services (Page 38)

_____Proof of Service Provider Identification Number ("SPIN")

_____State of Florida Business License (See Section III.C.)

_____Proof of current "Red Light Status"

Company Background and Experience (Refer to Section VIII.A.)

_____ 1. Company Biography (4 Points)

_____ 2. Company Structure (15 Points)

_____ a. Point of Contact Information

_____ b. Contractor Information (with License/Certificate copies)

_____ c. Heavy Equipment Listing

_____ d. Business License

_____ e. Insurances

_____ f. Use of Subcontractors and explanation (if applicable)

_____ 3. References (6 Points)

ATTACHMENT L

Submission Checklist (Cont.)

Technical Approach (Refer to Section VIII.B.)

_____ 1. Catastrophe Response (15 Points)

_____ 2. Documentation (10 Points)

Experience, Invoice and Exceptions (Refer to Section VIII.C)

_____ 1. Invoicing (5 Points):

_____ a. SPI Acceptance Acknowledgement

_____ b. Maximum SPI Percentage

_____ c. Invoice Submission Acknowledgement

_____ d. Pricing Requirements Acknowledgement

_____ e. District Visa Purchasing Card Use

_____ f. Sample Invoices

_____ District

_____ USAC

_____ 2. Exceptions/Flexibility (5 Points)

ENVELOPE 2

_____ Attachment A - Price Proposal (40 Points) (Refer to Section IX. on Page 26) – **One (1), Original or Electronic Signed Original. For mailed RFP response, please include one (1) copy.**