



SUBMIT RFP BY EMAIL ONLY TO:
**SCHOOL BOARD OF CLAY COUNTY
PURCHASING DEPARTMENT**
erate.proposals@myoneclay.net

REQUEST FOR PROPOSAL

Acknowledgement Form

Page 1 of 24 Pages

RFP WILL BE OPENED AT:

2:00 P.M. EST, NOVEMBER 10, 2026
and may not be withdrawn within 90 days after such date and time.

RFP NO.

26-MI-91

POSTING TIME & DATE

**10:00 A.M. EST
October 7, 2026**

PURCHASING DEPARTMENT REPRESENTATIVE

**Elaine L Barton-Weeks
Coordinator of Purchasing
Email: elaine.bartonweeks@myoneclay.net**

RFP TITLE

**SINGLE MODE FIBER
OPTIC CABLE - SLE**

VENDOR NAME

"NO RFP" REASON FOR NOT SUBMITTING RFP

To qualify as a respondent, bidder shall submit only this bidder acknowledgement form and it shall be received no later than the stated RFP opening date and hour.

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

TELEPHONE NUMBER: ()

FAX NUMBER: ()

EMAIL ADDRESS:

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED or PRINTED)

TITLE

I hereby certify that I am submitting the following information as my firm's (Bidder) RFP and am authorized by Vendor/Contractor/Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Request For Proposal (RFP), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, conditions contained in RFP, and any released Addenda and understand that the following are requirements of RFP and failure to comply will result in disqualification of RFP submitted; Bidder certifies this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services(s), and is in all respects fair and without collusion or fraud. Bidder acknowledges that all information contained herein is part of the public record as defined by State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this RFP are true and accurate.

ELECTRONIC RFP: All RFP sheets, requested documents, and this acknowledgement form must be executed and submitted with the RFP. Proposals will only be accepted as a file attachment emailed to erate.proposals@myoneclay.net. Email subject reference line should read "RFP 26-MI-91 Fiber Optic Cable Proposal". Emails received after November 10, 2026, 2:00PM EST will not be opened. All RFPs are subject to the conditions specified herein. Those which do not comply with these conditions are subject to RFP being considered Non-Responsive.

SIGNATURE REQUIRED CHECKLIST:

- ☒ REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM (Page 1)
- ☒ SPECIAL CONDITIONS (Page 8)
- ☒ RFP TENDER FORM (Page 14)
- ☒ EDGAR CERTIFICATION (Page 17)
- ☒ CERTIFICATION REGARDING DEBARMENT, SUSPENSION (Page 18)
- ☒ DRUG-FREE WORKPLACE CERTIFICATION (Page 19)
- ☒ NON-COLLUSION AFFIDAVIT (PAGE 20)
- ☒ DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (Page 21)
- ☒ STATE OF FLORIDA DOCUMENTS (Page 22)
- ☒ APPLICANT STATEMENT and BACKGROUND (Page 23)
- ☒ EXPERIENCE and REFERENCES (Page 24)

All Bid Document Pages Shall Be Returned With Bid

SUBMITTAL REQUIRED CHECKLIST:

License:

State of Florida Limited Voltage System License/Low Voltage

Certifications:

- I. Panduit PCI®
- II. Corning EWP® (or a letter from Corning stating that the Bidder can provide such EWP coverage for all work performed under this contract.
- III. Registered Communications Distribution Designer (RCDD) Certification for at least one permanent employee.

GENERAL CONDITIONS

ELECTRONIC RFP REQUIREMENTS: Unless otherwise specified, bidders shall use the form(s) furnished by the Purchasing Department, of the School Board of Clay County, Florida ("SBCC" School Board or "District") and enter information only in the spaces where a response is requested. Any modifications or alterations to the original RFP documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a RFP. Bidders may use an attachment as an addendum to the RFP if sufficient space is not available on the original form for the bidder to enter a complete response. For purpose of evaluation, the bidder shall indicate any and all variances from specifications, terms, and/or conditions regardless of how slight. If variations are not stated in the RFP, it shall be assumed that the product or service fully complies with the specifications, terms, and conditions herein.

BIDDER'S RESPONSIBILITY: It is the responsibility of the Bidder to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting a RFP without regard to how a copy of this RFP was obtained. All RFPs are subject to the conditions specified herein, on the attached RFP documents, and on any Addenda issued thereto.

RFP SUBMITTED: Completed RFP must be submitted electronically. No mailed proposals will be accepted. RFPs must be received by email to erate.proposals@myoneclay.net on or before Due Date and Time listed on Acknowledgement Form.

EXECUTION OF RFP: RFP shall contain a manual signature of an authorized representative, officer or employee having authority to legally bind the company or firm in the space provided above. All RFPs must be completed in ink or typewritten. Use of erasable ink is not permitted.

If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the RFP even when using opaque correction fluid. SBCC reserves the right to reject any RFP or RFP item completed in pencil or any RFP that contains illegible entries or price corrections not initialed.

PRICES QUOTED: Deduct discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the RFP specification. In case of discrepancy in computing the amount of the RFP, the Unit Price quoted shall govern. Each item must be RFP separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Bidder is requested to offer a cash discount for prompt invoice payment; however such discounts shall not be considered in determining the lowest net cost for RFP evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the SBCC Accounts Payable Department, whichever is later. Cash or quantity discounts offered shall not be a consideration in determination of award of RFP(s).

TAXES: SBCC does not pay Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

MISTAKES: Bidders are expected to examine the specifications, delivery schedules, RFP prices and extensions, and all instructions pertaining to RFP. Failure to do so shall be at Bidder's risk.

CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

SUBSTITUTIONS: SBCC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their RFP once awarded by SBCC. Any substitute shipments shall be returned at the Awardee's expense.

MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If RFPs are based on equivalent products, indicate the manufacturer's name and product number on the RFP form. Bidder shall submit cuts, sketches, and descriptive literature and/or complete specifications with their RFP. Reference to literature submitted with a previous RFP shall not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and should not be considered an exception thereto. The SBCC reserves the right to determine acceptance of item(s) as an approved equivalent. RFPs that do not comply with these requirements are subject to rejection. RFPs lacking any written indication of intent to RFP an alternate brand shall be received and considered in complete compliance with the specifications as listed on the RFP form. The Purchasing Department is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the SBCC unless evidenced by a Change Notice issued and signed by authorized SBCC representative.

SAMPLES: Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for removal of all samples furnished within 30 days after RFP opening or samples shall be disposed of. Each individual sample must be labeled with Bidder's name, RFP number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of RFP item. Unless otherwise indicated, samples should be delivered to SBCC Purchasing Department, 800 Center Street, Green Cove Springs, FL 32043.

DELIVERY: All deliveries shall be F.O.B. indicated destination; freight fully prepaid. Title to goods shall pass to SBCC upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, contractor retains the sole insurable interest in the goods. SBCC shall not accept collect freight charges. Time of delivery is an important consideration for the SBCC in making the award. SBCC reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the contractor's expense. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBCC administration is closed.

AWARDS: In the best interest of the SBCC, the SBCC reserves the right to: 1) withdraw this RFP at any time prior to the time and date specified for the RFP opening; 2) make award(s) by individual item, group of items, all or none or combination thereof with one or more suppliers; 3) to acquire additional quantities at prices quoted on this RFP unless additional quantities are not acceptable, in which case, the RFP sheets must be noted "RFP IS FOR SPECIFIED QUANTITY ONLY."; 4) to reject any and all RFPs or waive any minor irregularity or technicality in RFPs received; and 5) when it is determined there is no competition to the lowest responsible bidder, evaluation of other RFPs are not required. Bidders are cautioned to make no assumptions unless their RFP has been evaluated as being responsive. Upon award of this RFP, the successful bidder shall be notified of award configuration in writing by Purchasing Department. Bidder who is awarded this contract resulting from this RFP is cautioned not to provide goods/services to any SBCC site or to any SBCC employee prior to receiving a purchase order issued by the SBCC Purchasing Department. Notification of award is not to be construed as authorization to provide goods/services. SBCC is not obligated to pay invoices for provision of goods/services for which SBCC Purchasing Department has not issued a purchase order, or invoices resulting from purchase order changes not authorized by SBCC. All awards made as a result of this RFP shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in state court located in Clay County, Florida.

RFP OPENING: All RFPs shall be received by email no later than the date and time specified on the document. All RFPs received after that time shall not be considered. It is the bidder's responsibility to assure that their RFP is delivered. Public opening shall acknowledge receipt of RFPs only, details concerning pricing or the offering may not be announced. All RFPs submitted shall become public record in accordance with F.S. 119.071. RFP files may be examined during normal working hours by appointment.

PROPRIETARY INFORMATION: Pursuant to Chapter 119, Florida Statutes, RFPs received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all RFP documents or other materials submitted by all Bidders in response to this RFP shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its RFP is confidential and exempt, along with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the RFP claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the RFP is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

PUBLIC RECORDS REQUEST: All public records requests shall be administered by the District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.336-6500, or by email at: PRR@myoneclay.net

INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance shall be at destination unless otherwise provided. Title to/for risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBCC are found to be defective or not conform to specifications, SBCC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

PAYMENT AND INVOICING: Contractor shall be paid in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes Chapter 218, upon submission of invoices to the SBCC at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods and services. An original invoice referencing a SBCC purchase order number shall be submitted for payment to SBCC Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043. Failure to follow these instructions may result in delay in processing invoices for payment.

INSURANCE / LICENSES / PERMITS: Bidder, by virtue of submitting a RFP, shall be in full compliance with LIABILITY INSURANCE, LICENSES AND PERMITS as specified herein. Bidder shall take special notice that SBCC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- by AM Best. All policies must remain in effect during the performance of the contract.

Where Awardees are required to enter or go onto SBCC property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance.

GENERAL CONDITIONS

The Awardee shall be liable for any damages or loss to SBCC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their RFP.

RFP BONDS / PERFORMANCE BONDS: RFP bonds, when required, shall be submitted with the RFP in the amount specified in Special Conditions. RFP bonds shall be returned to non-Awardees. After acceptance of RFP, SBCC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the RFP bond shall be returned to the Awardee.

LICENSES, CERTIFICATIONS AND REGISTRATIONS: As of the RFP Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for RFP to be considered a responsive and responsible RFP. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by SBCC. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its RFP or within 24 hours upon request by SBCC.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the RFP Opening, shall provide notice to the Supervisor of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP Opening shall not relieve the Awardee of its responsibilities under this RFP.

PATENTS & ROYALTIES: The Awardee, without exception, shall indemnify and save harmless SBCC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBCC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

SAFETY STANDARDS / OSHA / MSDS: The Awardee warrants that the product supplied to SBCC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA), as amended, and the failure to comply with this condition shall be considered as a breach of contract. The bidder further certifies that if they are the successful bidder and delivered product is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall be borne solely by the bidder. The Manufacturer, Importer, or Distributor of a toxic substance shall provide all Material Safety Data Sheets (MSDS) with their RFP. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes.)

ASBESTOS / FORMALDEHYDE / LEAD-FREE: All building materials, pressed boards, and furniture supplied to SBCC shall be **100% asbestos free**. It is **desirous that all building materials, pressed boards and furniture supplied to SBCC also be 100% formaldehyde free**. Bidder, by virtue of bidding, certifies by signing RFP that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** shall be supplied. All material supplied to SBCC must be 100% lead free. Bidder, by virtue of signing RFP, certifies that only materials or equipment that is 100% lead free shall be supplied to SBCC.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT: (34 CFR 80.36(i)(6)): All contractor, and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the District and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

TOXIC SUBSTANCES IN CONSTRUCTION, REPAIR OR MAINTENANCE OF EDUCATIONAL FACILITIES: (Fla. Statute 1013-49: (1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used the contractor shall notify the SBCC Superintendent or the SBCC Project Manager/Supervisor in writing at least three (3) working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance is to be used; and (c) When the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each such substance.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation that required an alteration. The SBCC reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the SBCC.

FACILITIES: SBCC reserves the right to inspect the Awardee's facilities at any time with prior notice. RFPs shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP, have a record of performance for a reasonable period of time; have sufficient financial support equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms

and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with best business practices in the industry and as determined in discretion by the proper authorities of the SBCC. SBCC may use the information obtained from this in determining whether Bidder is a responsible Bidder.

SPECIAL CONDITIONS: The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual RFPs. Any and all Special Conditions that may vary from General Conditions shall have precedence.

DISPUTES: in the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- Addenda released for this RFP, with the latest Addendum taking precedence, then;
- The RFP; then
- Bidder's submitted RFP.

In case of any other doubt or difference of opinion, the decision of SBCC shall be final and binding on both parties.

EXPENDITURE: No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this RFP. SBCC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBCC.

EXTENSION: In addition to any extension options contained herein, SBCC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBCC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBCC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this RFP or (b) the termination date under any applicable period of extension under a contract entered into as a result of this RFP.

ASSIGNMENT: Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from SBCC. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBCC. The successful contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company, or corporation without prior written consent of SBCC. The successful contractor has the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful contractor obligations cannot be delegated.

PURCHASE AGREEMENT: This RFP and the corresponding Purchase Orders shall constitute the complete agreement. SBCC shall not accept proposed terms and conditions that are different than those contained in this Invitation to RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a RFP, Awardee agrees to not submit to any SBCC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBCC.

FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the contractor of such an occurrence and the RFP and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

TIED RFP: In the event of tied or identical RFPs, preference shall be given to the RFP which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S. If all tied RFPs have a drug-free workplace program certification, the award of the tied RFP shall be decided by the flip of a coin in the presence of witnesses. The coin flip shall be administered by the Supervisor of Purchasing who shall designate the calling of heads or tails.

LOBBY: Bidders are hereby advised that they shall not lobby with any School District personnel or SBCC Members regarding this RFP. All oral or written inquiries shall be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or School District Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of a bidder shall result in the rejection/disqualification of said RFP.

ETHICS: All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

COMPLIANCE WITH FEDERAL REGULATIONS: All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.

GENERAL CONDITIONS

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: Pursuant to Florida Statute 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or for \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to 215.473 or is engaged in business operations in Cuba or Syria.

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

PROHIBIT ACQUISITION OF UNNECESSARY OR DUPLICATIVE ITEMS. (2CFR 200.318 (d)/7 CFR 3016.36(b): Grantee and subgrantee procedures shall provide for review of proposed procurement to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain on an attached sheet to what extent warranty and service facilities are provided. All materials and/or services furnished under this RFP shall be warranted by the contractor/distributor/manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items RFP shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace any defects without cost to the SBCC with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the SBCC.

GOVERNING LAW: This RFP, any award(s) resulting from this RFP, and all transaction from this RFP shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this RFP shall be submitted to the jurisdiction of the state courts located in Clay County, Florida without regards to principles of conflicts of law.

PURCHASES BY OTHER GOVERNMENTAL AGENCIES (D.O.E. Regulation #6A1.012(5): With the consent and agreement of successful bidder(s), purchases may be made under this RFP by other governmental agencies within the State of Florida. Such purchases shall be governed by same terms and conditions as stated herein with exception of venue of litigation of disputes which may be changed to include only the state courts in the county in which the governmental agency is located.

USE OF OTHER CONTRACTS: SBCC reserves the right to utilize any other SBCC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative RFP agreement, or to directly negotiate/purchase per SBCC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.

PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The purchasing agreements and state term contract available under s. 287.056 have been reviewed.

CONE OF SILENCE: Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after SBCC Purchasing Department releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated SBCC representative. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBCC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBCC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by SBCC. **Any Bidder or lobbyist who violates this provision shall cause their RFP (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

NONCONFORMANCE TO CONTRACT CONDITIONS: Items offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) For a period of two years, any RFP submitted by Awardee shall not be considered and shall not be recommended for award.

b) All departments being advised not to do business with Awardee.

SEVERABILITY: In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid.

JESSICA LUNSFORD ACT: In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465, 467 or 468 and possess a SBCC fingerprinting clearance card prior to entry upon SBCC property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the SBCC. To obtain information on when and how to obtain fingerprinting log on to the SBCC web site at ba.myoneclay.net/purchasing click on "Jessica Lunsford Act Information" or contact the Human Resources Division at (904) 336-6716.

E-VERIFY: The contractor named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Contract, the contractor certifies that it, and any subcontractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with section 895.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The contractor must maintain a copy of such affidavit for the duration of the contract. This section serves as notice to the contractor that, pursuant to the terms of section 448.095(2)(c)1 and 2, Florida Statutes, the School Board shall terminate this contract if it has a good faith belief that the contractor has knowingly violated section 448.09(1), F.S. If the School Board has a good faith belief that the subcontractor, without the knowledge of the contractor, has knowingly violated section 448.09(1) or 448.095(2), F.S., School board shall notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

If the School Board terminates a contract with a contractor pursuant to sec. 448.095(2)(c), F.S., the contractor will not be awarded a public contract for at least one year after the date of such termination.

BIDDER'S EMPLOYEE RESPONSIBILITY: All employees and/or subcontractors of the contractor shall be considered to be at all times the sole employees and responsibility of contractor under their sole direction and not an employee or agent of SBCC. The contractor shall supply competent employees and/or subcontractors and the SBCC may require the contractor to remove an employee and/or sub-contractor it deems careless, incompetent, insubordinate of otherwise objectionable and whose presence on SBCC property is not in the best interest of the SBCC. Contractor and all their employees shall be in accordance with Jessica Lunsford Act. Each employee and or sub-contractor of contractor shall have and wear proper identification while on SBCC property and are required to sign in/out at main office or other designated place upon arrival and when leaving job site, if applicable. Workman using foul/abusive language or presenting an offensive appearance as determined by SBCC Representative(s) shall be asked to leave. Radios/other audio items are not to be used and Smoking is prohibited on SBCC property.

DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory contractor list may not submit a RFP on a contract to provide goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

ANTI-DISCRIMINATION: The Bidder certifies that Bidder is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134

PROTESTING: Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions / specifications of the invitation to RFP or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of the posting of RFP solicitation or posting of the RFP tabulation with recommendation and shall file a formal written protest within ten working days following the filing of Notice of Protest. Any person who files an action protesting this RFP pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Clay County in an amount equal to 1 percent (1%) of the total estimated contract value, but not

GENERAL CONDITIONS

less than \$5000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the District all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes. RFP Tabulation / Recommendation of Award shall be posted on the SBCC Purchasing Department Webpage in folder called Open Bids and RFP's Purchasing and hard copy posted in the SBCC Purchasing Department at 800 Center Street, Green Cove Springs, Florida after the intended recommendation is announced the week of November 19, 2026. This tabulation shall remain posted for a minimum period of 96 hours. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

CONFIDENTIAL RECORDS: Notwithstanding any provision to the contrary within this Contract, any party contracting with SBCC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractor or subcontractors, to fully indemnify and hold harmless SBCC and its officers and employees for any violation of this section, including, without limitation, defending SBCC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBCC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBCC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. Awardee agrees that it may create, receive from or on behalf of SBCC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBCC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBCC, Awardee agrees to provide SBCC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBCC to terminate any Agreement with Awardee.

PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted contractor list.

COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS: The SBCC is authorized to collect, use or release social security numbers (SSN) of vendors, contractor and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):

a) Criminal history and criminal background checks/identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]

b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

FORCE MAJEURE: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or

telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

CANCELLATION / TERMINATION: In the event, the awarded bidder violates any of the provisions of this RFP or fails to perform their obligation under this contract in a manner satisfactory to the SBCC as per specifications, the Supervisor of Purchasing shall give written notice to the contractor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the SBCC for immediate cancellation of the contract. Failure of the contractor to correct deficiencies shall give the SBCC the right to cancel this contract, but failure by the SBCC to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by the SBCC or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service. Upon cancellation, hereunder the SBCC may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The SBCC reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the SBCC shall be relieved of all obligations under said contract. The SBCC shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the contractor. The SBCC may cancel the contract upon ninety (90) days written notice for reasons other than cause and contractor shall have no legal recourse or cause of action against the SBCC damages resulting from said cancellation.

INDEMNIFICATION: Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the contractor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees. The indemnification obligations hereunder shall not be limited to any limitation 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 benefits acts or any statutory bar. This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

Any and all special conditions and specifications attached hereto that vary from these General Conditions shall have precedence. The accompanying RFP constitute an offer from the bidder. If any or all parts of the RFP are accepted by the School Board of Clay County, an authorized representative of the Purchasing Department shall issue an officially signed Award Letter which shall then constitute the completed written agreement between the parties. The conditions of the Award Letter become a part of the written agreement between the parties.

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SPECIAL CONDITIONS

It is the intent of the SBCC to establish a firm fixed price for “**SINGLE MODE FIBER OPTIC CABLE FOR SHADOWLAWN ELEMENTARY SCHOOL**” as specified herein. Upon successful negotiations, we may enter into a written contract for Single Mode Fiber Optic Cable for Shadowlawn Elementary School.

This is an ALL OR NONE Bid. Vendor shall respond to ALL UNIT PRICING IN SECTION 1 and submit on the RFP TENDER FORM. In order to be considered for evaluation the contractor must be a registered service provider with the Universal Service Administrative Co. The proposers shall demonstrate sufficient capacity, resources and experience to provide Single Mode Fiber Optic Cable as specified in this RFP.

The RFP shall be awarded based on a graded evaluation outlined in the RFP Specifications. A Proposal Evaluation Committee shall review the proposals received in response to this RFP and make a recommendation to the SBCC for the selection of the contractor. The Proposal Evaluation Committee will consist of five (5) members.

It is expressly understood that the SBCC's preference/selection of any proposal does not constitute an award of a Contract with the SBCC. It is further expressly understood that no contractual relationship exists with the SBCC until a written Contract has been formally executed by both the SBCC, and the selected contractor.

In the best interest of the SBCC, the District reserves the right to reject any and all proposals/offers, with or without cause, to waive informalities, minor irregularities or other requirements in proposals/offers received and/or to accept any portion of the proposal/offer if deemed in the best interest of the District.

The District also reserves the right to request clarification of information from any contractor. Any ex parte communications initiated by a contractor with any employee of the District other than those personnel specifically identified as contacts in this RFP, or communication with any member of the District may result in immediate disqualification from the RFP process.

The SBCC is not responsible for any expenses which contractors may incur in preparing and submitting Proposals. The SBCC will not be liable for any costs incurred by the contractor in connection with interviews/presentations (i.e., travel, accommodations, etc.). It is expressly understood, no contractor may seek or claim any award and/or re-imbursement from the SBCC for any expenses, costs, and/or fees (including attorneys' fees) borne by any contractor, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the contractor.

The bidder shall comply with the SBCC insurance requirements.

CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE: Contractor shall take out and maintain all insurance policies required below with companies authorized to do business under the laws of the State of FL. and satisfactory to the SBCC. **The awarded Contractor SHALL ensure that any sub-contractor they use maintain the same level of insurance coverage.** Insurer shall be rated A- with an FSC V or better in the current AM Best Guide through the life of the contract to include any renewal periods.

SPECIAL CONDITIONS

Insurance certificate(s) reflecting the required coverages shall be submitted to the School Board Purchasing Department prior to any work being performed under this Contract. Certificate(s) shall be submitted directly from Contractor's Insurance Agent. Mark All Certificates Attn: SBCC Purchasing Department, as Certificate Holder (with 30-day Notice of Cancellation or Change in Coverage) and list SBCC as Additional Insured.

COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE: Including Premises Operation, Independent Contractor's Protective, Products and Completed Operation Board Form, Contractual Liability in at least the following amounts and coverage's:

Bodily Injury

- Each Occurrence \$1,000,000.00

- Annual Aggregate \$2,000,000.00

- Completed Operations and Products Liability shall be maintained for one (1) year after final payment

Property Damage

- Each Occurrence \$1,000,000.00

- Annual Aggregate \$2,000,000.00

Personal Injury

- Annual Aggregate \$1,000,000.00

WORKERS' COMPENSATION INSURANCE: Contractor is responsible for assuring that valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes is maintained for all of their employees and subcontractors employed at the site of the project. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute the Contractor shall provide adequate insurance satisfactory to the Owner, for protection of his employees not otherwise protected. School Board shall accept an approved NOTICE OF ELECTION TO BE EXEMPT FROM THE PROVISIONS OF THE FLORIDA WORKERS' COMPENSATION LAW Certificate.

State

- Statutory

Employer's Liability

- Per Accident \$100,000.00

- Disease, Policy Limit \$500,000.00 - Disease, Each Employee \$100,000.00

AUTOMOBILE INSURANCE: Including all owned, non-owned and hired vehicles used in connection with the work in at least the following amounts and coverage's:

Bodily Injury

- Each Person \$1,000,000.00

- Each Occurrence \$1,000,000.00

- Each Accident – Single Limit – Bodily Injury and Property Damage combined one million dollars (\$1,000,000.00)

Property Damage

- Each Occurrence \$1,000,000.00

NO PAYMENTS will be made until approved Insurance Certificate is received by SBCC.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF F.S CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

Funding for this RFP may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, Contractor shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20, 31, 40, 41.

SPECIAL CONDITIONS

NOTE: The successful contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company or corporation without prior written consent of the SBCC. The successful contractor has the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful contractor obligations cannot be delegated.

RFPs must be submitted via email with all required documents to include completed Attachments/Exhibits. Bidders may use an attachment if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original RFP documents by the bidder, whether intentional or otherwise, shall constitute grounds for rejection of an RFP. Any such modifications or alterations that a contractor wishes to propose must be clearly stated in the contractor's proposal response. Prior to submitting an RFP, it is the sole responsibility of bidder to ensure that all addenda releases are received, and that all RFP and addenda requirements have been completed and that all required submittals have been included.

Written questions concerning clarification, interpretation, or additional information will be accepted only by email submitted to elaine.bartonweeks@myoneclay.net, by the deadlines listed in the Timetable below. Telephone inquiries will not be accepted, nor will any answers or additional information be provided by telephone. Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the District in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this RFP shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any bidder's proposal and shall not be considered in the evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Bidder's may be disqualified who solicit or receive (even if unsolicited) additional information regarding the RFP by any other means than process described herein.

NOTE: ALL RFP SHEETS, THAT ARE REQUIRED, MUST BE EXECUTED AND SUBMITTED WITH THE ELECTRONIC PROPOSAL AS A FILE ATTACHMENT TO THE EMAIL. ALL RFPs ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

By submitting a proposal, the contractor certifies that the contractor has fully read and understands all General Conditions, Special Conditions, and has full knowledge of the scope, nature, and quality of work to be performed. Contractor certifies that this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same equipment/service and in all respects is fair and without collusion or fraud. Contractor agrees to abide by all conditions of this RFP and certifies that they are authorized to sign this RFP for the Contractor.

Company Name: _____

(Printed Name)

(Signature)

(Title)

(Date)

RFP SPECIFICATIONS**SCOPE OF WORK**

The School District of Clay County is seeking proposals for the installation, termination, testing, and commissioning of a new OS2 Single-mode fiber optic backbone Corning or equivalent to replace existing legacy multimode infrastructure at Shadowlawn Elementary School. The objective is to provide high-speed, reliable 10G capable connectivity between the Main Distribution Frame (MDF) and all Intermediate Distribution Frames (IDFs) across the campus. The School Board reserves the sole right to establish a product "as equivalent".

REQUIREMENTS

The vendor shall provide all labor, materials, pathways, enclosures, patch cords, and testing equipment to install, terminate, and test a minimum 12-strand (6 pairs) OS2 Single-mode Plenum Fiber with Type LC Duplex for each of the following campus. All estimates are based on optical measurement, and quantities listed are best estimates and in no way represent guaranteed quantities.

Run 1: MDF to IDF 2500 Est Total Pull Length: 1,000 Ft (Includes 50 ft total service slack)

Run 2: MDF to IDF 602 Est Total Pull Length: 500 Ft (Includes 50 ft total service slack)

Run 3: MDF to IDF 2000 Est Total Pull Length: 650 Ft (Includes 50 ft total service slack)

Run 4: MDF to IDF 721 Est Total Pull Length: 450 Ft (Includes 50 ft total service slack)

Run 5: MDF to IDF 220 Est Total Pull Length: 350 Ft (Includes 50 ft total service slack)

- Fiber Cable Specifications: OS2 Single-mode indoor/outdoor tight-buffered or loose-tube fiber optic cable (9/125µm) Corning or equivalent. Cable jacket must be OFNP (plenum) rated or armored plenum where environmental or mechanical protection is required by local fire/building code.
- The vendor shall provide a minimum 30-foot service loop neatly coiled and secured on wall/ceiling fiber slack brackets (snowshoes) at the MDF, and a 20-foot service loop at each destination IDF prior to entering the fiber enclosure.
- Pathway & Conduit: Cables must utilize existing pathways and conduit where available without exceeding standard 40% conduit fill limits. If existing conduits are full, vendor is responsible for installing 1-inch flexible corrugated inner duct or armored fiber cable.
- Terminations: All strands (12 per run) must be fusion-spliced to factory-terminated LC pigtails or mechanically terminated using high-precision LC connectors inside patch panels.
- Fiber Enclosures: Provide new 1U or 2U rack-mounted fiber enclosure panels with LC duplex adapter plates at both ends of each run (MDF and IDFs) unless an existing rack enclosure has verified capacity and clean adapter plates.
- Patch Cords: For each run, vendor must supply two (2) single-mode LC-to-LC duplex fiber patch cables (1-meter or 2-meter as appropriate for rack layout) at each end (MDF and IDF) for equipment cross-connects.

RFP SPECIFICATIONS

- Labeling: All patch panels, adapter bulkheads, and cable jackets must be clearly labeled at both ends in accordance with TIA/EIA-606-B standards, indicating origin, destination, and strand identification numbers.

The awarded vendor must provide a digital close-out binder prior to final invoice approval containing: Tier 1 (OLTS) & Tier 2 (OTDR) Test Results: Native electronic traces and PDF reports for all 12 strands per run bi-directionally at 1310nm and 1550nm, verifying total optical attenuation (dB) loss and overall link distance. As-Built Documentation: Updated site floor plans showing exact cable routing, conduit pathways used, pull box locations, and ID panel numbers.

Warranty: Minimum 1-year installer warranty on workmanship and a 25-year manufacturer system performance warranty for installed cabling materials and connectivity hardware.

Mandatory Site Survey: Distances provided in this RFP are estimates based on optical measurements. Bidders are required to perform a mandatory site walk to independently verify conduit capacity, exact pathway routing, vertical rises, and routing distances prior to submitting a bid. No change orders will be approved for pathway distance variations. Site visits will be available between October 19-23, 2026. Please contact Information Services Supervisor, Jesse Evans at 904-366-9579 or jesse.evans@myoneclay.net to schedule the site visit.

E-Rate SPIN Requirement: Vendors must possess a valid Service Provider Identification Number (SPIN) and maintain active "Green Light" status with the FCC.

PRICING

Cost Itemization: Proposals must provide line-item pricing detailing:

- Materials (Cable, patch panels, patch cords, enclosures)
- Labor & Installation
- Testing & Certification
- E-Rate Ineligible Costs (if any unbundled warranty or non-eligible items exist, they must be clearly identified and cost-allocated).

Proposers should provide their best offer with the initial proposal since the District reserves the right to award a contract based on initial Proposal without any further negotiations. Vendors are given wide latitude in the degree of detail they offer in their Proposal, including the extent to which they describe their corporate capability and how their firm engages in services that meet the objectives of the District. There is no limit on the number of pages; however, Proposers should prepare their Proposal simply and economically, providing a straightforward and concise description of their ability to satisfy the requirements of the RFP. Proposals that are of excessive length, contain a preponderance of boilerplate text, or are redundant are discouraged. Emphasis in each Proposal should be on completeness and clarity of content and address all required components in the order given in this RFP. Failure of a vendor to provide the appropriate information or materials in response to each stated requirement or request for information may result in lower scores during the evaluation process. The aim of the required format is to simplify the proposal preparation and evaluation process and to ensure that all proposals receive the same orderly review. All proposals should include the following components:

RFP SPECIFICATIONS**TIMETABLE**

Please make sure you can accommodate the following timetable. Note: The timetable is subject to change depending on the release of addenda and the committee's evaluation timeline.

October 7, 2026 at 10 AM EST	RFP Released
October 19-23, 2026	Site Visits
October 28, 2026 by 2 PM EST	RFP Questions by Email are Due
October 30, 2026 by 4 PM EST	Addendum Regarding Questions Posted (if Applicable)
November 10, 2026 by 2 PM EST	Proposals Due
November 19, 2026	Award Notification Posted During this week
January 7, 2027	Board Approval

DEFINITIONS OF EVALUATION CRITERIA FOR RANKING OF PROPOSAL 26-MI-91

- A. Price of the E-Rate eligible products/services (0-30 points).
- B. Technical Solution meets the needs of SBCC (0-29 points).
- C. Compliance with RFP requirements (0-15 points).
 - Vendor requirements, completed original RFP required documents to include all attachments/exhibits.
- D. Company Qualifications & Vendor References (0-26 points).

A. PRICING

Using the RFP Tender Form, provide the pricing and fees associated with contractor's services.

- Price of E-rate eligible products and services.
- Please describe any other available discounts or guarantees.

B. TECHNICAL

Demonstration of the contractor's understanding of the RFP Specifications provided. This section should address how the contractor can provide the requested Scope of Work as outlined in this RFP. Contractor should also showcase an example of services your company has successfully provided, preferably with a School District/Governmental Entity that is similar in size to the SBCC. Contractor should evaluate the solutions compatibility and interoperability with District's existing systems.

Technical merit of the proposed solution to meet needs of the RFP Specifications. Compliance with listed requirements of the project scope and bidding requirements, whether or not the proposal includes all information requested; timelines met.

C. COMPLIANCE WITH RFP REQUIREMENTS

Completed original RFP documents and submit in PDF format to include all Attachments/Exhibits. Compliance with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20, 31, 40, 41.

Any modifications or alterations to the original RFP documents by the bidder, whether intentional or otherwise, shall constitute grounds for rejection of an RFP. Any such modifications or alterations that a contractor wishes to propose must be clearly stated in the contractor's proposal response

RFP SPECIFICATIONS**D. COMPANY QUALIFICATIONS AND VENDOR REFERENCES**

Contractor should provide the following information, at a minimum, about your company:

Using cover letter format, please provide an introduction to the company to include:

- Highlights of the contractor's qualifications and ability to perform the requested services.
- Specify the level of capability, financial stability, material equipment, facilities, personnel, resources, experience knowledge and expertise, or demonstrate ability to obtain any of these, necessary to meet contractual requirements.
- Indicate whether the contractor has a satisfactory record of performance on similar projects.
- Specify the level of work experience especially as it relates to proposed Scope of Work noted in the RFP.
- Indicate whether contractor has ever had a contract/agreement/business relationship terminated/cancelled/suspended. If so, what were the reasons, and what was the ultimate outcome?
- Indicate whether contractor has ever filed a Bid/RFP/RFQ protest. If so, what were the reasons, and what was the ultimate outcome?
- Indicate whether contractor has ever filed an administrative or judicial action with any State agency or State court. If so, what were the grounds/reasons, and what was the ultimate outcome?
- Using Attachment 7: Provide company background information.
- Using Attachment 8: Provide a list of 3 current references of clients of similar size to that of the District (preferably in the greater North Central Florida area). Please provide a list of 2 former clients, with at least 1,000 employees, who have discontinued your services within the last two years, including contact name and phone number.

COMPANY QUALIFICATIONS

All Bidders must provide and/or be compliant with all the documentation below. SBCC will not evaluate Bids that fail to provide the documentation below and shall deem the Bidder as non-responsive. Additionally, SBCC reserves the right to require the contractor to prequalify with the SBCC Facilities Department if necessary.

- A. Bidder must possess, at a minimum, a current State of Florida Limited Voltage System License/Low Voltage License. Proof of license must be submitted with the bid response.
- B. Bidder shall have been in the provision of the required commodities and contractual services herein for a minimum of five (5) years and shall provide proof along with the bid response.
- C. Bidder must include in their bid response a signed letter from a manufacturer that bidder is an authorized agent to install products.
- D. Bidder must possess, at the time of the bid, all the following certifications to be considered and shall provide proof of the certifications with their bid response:
 - I. Panduit PCI®
 - II. Corning EWP® (or a letter from Corning stating that the Bidder can provide such EWP coverage for all work performed under this contract.
 - III. Registered Communications Distribution Designer (RCDD) Certification for at least one permanent employee.

RFP TENDER FORM

It is the intent of the SBCC to establish a firm fixed price for “**SINGLE MODE FIBER OPTIC CABLE FOR SHADOWLAWN ELEMENTARY SCHOOL**” as specified herein. Upon successful negotiations, we may enter into a written contract for Single Mode Fiber Optic Cable for Shadowlawn Elementary School.-This is an ALL OR NONE Bid. Vendor shall respond to ALL UNIT PRICING IN SECTION 1 and submit on the RFP TENDER FORM. In order to be considered for evaluation the contractor must be a registered service provider with the Universal Service Administrative Co. The proposers shall demonstrate sufficient capacity, resources and experience to provide Single Mode Fiber Optic Cable as specified in this RFP.

SECTION 1: Single Mode Fiber Optic Cable for SLE (Corning or Equivalent)

Item	Make	Model	Part No/SKU	Description	Unit Cost	E-Rate Eligible %	E-Rate Eligible \$
Run 1 (per Foot)					\$		\$
Run 2 (per Foot)					\$		\$
Run 3 (per Foot)					\$		\$
Run 4 (per Foot)					\$		\$
Run 5 (per Foot)					\$		\$
1" Flexible Corrugated Inner Duct (per Foot)					\$		\$
1U Rack Mounted Fiber Enclosure (per Each)					\$		\$
2U Rack Mounted Fiber Enclosure (per Each)					\$		\$
Patch Cords					\$		\$
Other*					\$		\$
Other*					\$		\$
Other*					\$		\$

* If not otherwise listed

RFP TENDER FORM

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same scope of work, and in all respects is fair and without collusion or fraud. I certify that I am authorized to sign this bid for the vendor.

AUTHORIZED SIGNATURE OF BIDDER

DATE

PRINTED NAME OF BIDDER

COMPANY NAME

ATTACHMENT 1**EDGAR CERTIFICATIONS**

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

EDGAR CERTIFICATIONS (continued)

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

EDGAR CERTIFICATIONS (continued)

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: _____

Signature of Authorized Representative: _____

Print Name of Authorized Representative: _____

ATTACHMENT 2**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 whom 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 proposal 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 proposal that it will include the 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 it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
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.

Name of Bidder: _____

Printed Name

Title of Authorized Representative

Signature: _____

Date: _____

ATTACHMENT 3
DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:

Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply 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 tied bids, proposal, or replies shall be followed if none of the tied vendor has 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 what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall 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.

CONTRACTOR NAME: _____

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

ATTACHMENT 4
NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME _____). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY _____) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY _____) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

ATTACHMENT 5
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.

Signature

Company Name

ATTACHMENT 6
STATE OF FLORIDA REQUIRED DOCUMENTS

FOREIGN COUNTRY OF CONCERN ATTESTATION

Form must be completed by an officer or representative of an entity submitting a bid, proposal, reply to, entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have definitions ascribed in Rule [60A-1.020, F.A.C.](#)

(INSERT NAME OF COMPANY _____) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

[FL DMS PUR 1355](#) 10/23

VENDOR AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Vendor Name: _____

Address: _____

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

As the person authorized to sign on behalf of Vendor, I certify that the company identified above 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.

Printed Name: _____ Title: _____

Phone Number: _____ Email Address: _____

Signature: _____ Date: _____

ATTACHMENT 7
APPLICANT STATEMENT – BACKGROUND INFORMATION

1. Legal Name and Address:
Address of Proposed Office in Charge, if different:
Contact Person and Position:
Telephone:
2. Circle One: Corporation, Partnership, Individual, Joint Venture or Other
3. If Corporation,
Date of Incorporation:
State of Incorporation:
If out-of-state Corporation currently authorized to do business in Florida, give date of such authorization:
Names and Titles of Principal Officers:
4. Name and Address and amount of ownership of all stockholders owning more than 10 percent of the company:
5. If Partnership: Date of Organization:
Nature of Partnership (General, Limited, or Association):
Name and Address of Partners:
6. If Individual: Name and Address of Owner:
7. Under what other or former names has your organization operated?
8. Length of time in business.
9. Length of time as a registered provider with Universal Service Administrative Co.
10. Describe any litigation or regulatory action filed against your firm in the last three (3) years, and the resolution thereof.
11. State whether the firm has offices and representatives in the State of Florida and/or in Clay County or surrounding Counties.

ATTACHMENT 8
EXPERIENCE OF BIDDER AND REFERENCES

Name of Bidder: _____

Number of years your business has performed Structured Cabling and Single Mode Fiber Optic Cable Installation Services as described within this RFP: _____

Please provide a list of 3 current references of clients of similar size to that of the District (preferably in the greater North Central Florida area).

Name of Business: _____

Business Address: _____

Contact person: _____

Email Address: _____ Phone Number: _____

Name of Business: _____

Business Address: _____

Contact person: _____

Email Address: _____ Phone Number: _____

Name of Business: _____

Business Address: _____

Contact person: _____

Email Address: _____ Phone Number: _____

Please provide a list of 2 former clients, with at least 1,000 employees, who have discontinued your services within the last two years, including contact name and phone number.

Name of Business: _____

Business Address: _____

Contact person: _____

Email Address: _____ Phone Number: _____

Name of Business: _____

Business Address: _____

Contact person: _____

Email Address: _____ Phone Number: _____