REQUEST FOR PROPOSALS (RFP)

RFP NO. 09-27/LM

Network Electronics

DUVAL COUNTY
PUBLIC SCHOOLS

RFP Release Date:	November 10th, 2026
Deadline for Written Questions:	November 23rd, 2026 Noon.
Proposals Opened:	December 10th, 2026, 2:00 p.m. (EDT)
Committee Evaluation:	December 16th, 2026
Board Award:	February , 2027

DUVAL COUNTY PUBLIC SCHOOLS
Purchasing Services Department
1701 Prudential Drive, Suite 322
Jacksonville, Florida 32207

ATTACHMENT A

Duval County Public Schools
1701 Prudential Drive
Jacksonville, FL 32207-3235

Purchasing Services
1701 Prudential Drive
Jacksonville, FL 32207-3235

DUVAL COUNTY
PUBLIC SCHOOLS

www.duvalschools.org
PHONE: (904) 390-2000
TDD: (904) 390-2898

PH: (904) 858-4848
FAX: (904 858-4868

Request for Proposals (RFP)
Required Response Form

Network Electronics
RFP No. 09-27/LM

This response must be submitted to Duval County Public Schools, Purchasing Services, 1701 Prudential Drive, Jacksonville, FL 32207, no later than 2:00 p.m. EDT on December 10th 2026 and plainly mark RFP No. 09-27/LM. Responses are due and will be opened at this time. Responses received after 2:00 p.m. EDT on the date due will not be considered.

Anti-Collusion Statement / Public Domain

I, the undersigned vendor have not divulged, discussed, or compared this proposal with any other vendors and have not colluded with any other vendor in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's response and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete, and unconditional acceptance of the contents of all pages, inclusive of this Request for Proposal, and all appendices/attachments and the contents of any Addendum released hereto.

VENDOR (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

VENDOR TAXPAYER IDENTIFICATION NUMBER: _____ **SPIN#** _____

NOTE: Entries must be completed in ink or typewritten. An original signature is required.

ITEMS TO BE RETURNED WITH PROPOSAL:

1. Required Response Form – Attachment A Page 1 of 28
2. Cost of Services – Attachment B
3. Office of Economic Opportunity Proposed Schedule of Participation – Attachment C
4. E-RATE Supplemental Terms and Conditions – Attachment D
5. Reference Form – Attachment E
6. Warranty Information – Attachment F
7. Extreme Diamond Elite Partner Certificate
8. Extreme Certified Specialist (ECS)
9. Business License
10. Extreme Black Diamond Certificate

Note: In accordance with section 4.3, please submit proposal as follows:

1. One (1) manually signed original
2. Two (2) USB Flash Drives in pdf format

Proposals to be delivered to:
Purchasing Services Department
1701 Prudential Drive, Suite 322
Jacksonville, Florida 32207

DUVAL COUNTY PUBLIC SCHOOLS

RFP: NETWORK ELECTRONICS

RFP No. 09-27/LM

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ATTACHMENTS:

A. Required Response Form – Page 1 of 28
B. Cost Proposal Form – Attachment B
C. OEO Compliance Statement – Attachment C
D. E-RATE Supplemental Terms and Conditions – Attachment D
E. Reference Form – Attachment E
F. Warranty Information – Attachment F

EXHIBITS:

1. Evaluation Worksheet
2. Composite Federal Forms

DUVAL COUNTY PUBLIC SCHOOLS

RFP: NETWORK ELECTRONICS

RFP No. 09-27/LM

1.0 INTRODUCTION:

1.1 **Purpose :**

The purpose and intent of this Request for Proposals ("RFP") is to seek proposals from interested, available and qualified firms to provide secure prices and establish a Term contract for Network Electronics, under the Universal Service Fund (E-Rate). An agreement will then be entered for the selected firm ("Contractor") to provide the described system for Duval County Public Schools ("DCPS" or the "District").

1.2 **General Information about District Schools:**

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by the District's school officials. The Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of the District. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal laws and regulations, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District.

The District is coterminous with Duval County, which covers 850 square miles and operates 171 facilities, including administrative areas, elementary schools, middle schools, high schools and specialized schools.

The District serves approximately 128,000 students (the student population changes annually). It is the second largest employer in Jacksonville with approximately 11,800 full time staff (approximately 8,300 teachers) at 99 elementary schools, 3 grades K-6 schools, 2 grades K-8 schools, 24 middle schools, 2 grades 6-12 schools, 19 high schools, 6 exceptional student centers, 1 virtual school, 7 alternative schools, 33 charter schools, and additional administrative facilities.

The administration of this Contract is a function of the District's Technology Department. All post-award communications shall be directed to Supervisor, Network Operations. For more information about the District, please visit www.duvalschools.org on the internet.

2.0 DISTRICT OBJECTIVES/SCOPE OF SERVICES:

2.1 **Objective:**

This solicitation is to supplement the existing Extreme products the District has within its network with future oriented technology which will be compatible, interchangeable, and interoperable with the existing Fabric Connect, Fabric Attach, Fabric Extend, Shortest Path Bridging Standard and Extreme

Management Center (Site Engine- XIQ) already deployed throughout the District's network.

Currently the infrastructure supports 1 Gig to 10 Gig throughout the campus, 1 Gig to 10 Gig in portables,10 Gig to 100 Gig on the Wide Area Network (WAN) and 10 Gig to 100 Gig in the Data Center.

2.2 **Scope:**

1. The purpose of this RFP is to establish a source of supply for delivery of network electronics with firm pricing for parts to be purchased by Duval County Public Schools (DCPS) for the period of July 1, 2027, through September 30, 2028.

2. All submissions must provide documentation and other evidence that their proposed equipment is compatible, interchangeable, and interoperable with the current District Extreme Network Electronics, Fabric, Shortest Path Bridging LAN standard and Extreme Management Center (Extreme Stie Engine and Extreme XIQ).

3. The District has provided a manufacturer preference on the Bid Cost Proposal form, however, the District is willing to accept proposals featuring other equipment that are functionally equivalent. Functional equivalence must be proven through documentation provided by the proposer. **If no documentation is provided the RFP submission may be deemed non-responsive.**

4. If an equivalent product to the sample equipment list is proposed, the proposer must provide samples of the alternative equipment within three days of the request to allow District personnel the opportunity to verify proposed equipment meets the District's needs. The District reserves the right to make sole judgement as to acceptability and interoperability of proposed equivalent products without qualification or explanation. Upon completion of the evaluation by the District, all equipment used for evaluation purposes will be returned promptly to the vendor.

5. Bidder must be at minimum an Extreme Diamond Elite Partner or Manufacturer Equivalent. **Must include certification with your RFP response or your proposal may be deemed non-responsive.**

6. Projected spending set forth in this RFP is based on anticipated usage over the next Five-year period and is subject to the 5-year project plan for the District. These quantities are not guaranteed however; the bidder agrees that the unit price(s) offered shall be maintained with regard to the quantity actually purchased.

7. **E-Rate Eligibility:** E-Rate Form 470 may be filed for this bid to enable DCPS to apply for E-Rate funding for items purchased. It is understood that not all items purchased against this bid will be E-Rate eligible. Vendor must maintain a valid Service Provider Identification Number (SPIN#) for term of this contract, including and subsequent renewals. Vendors who are not listed as having a current SPIN# with the Universal Service Administrative Company (USAC) at time of bid submission will considered non-responsive and ineligible for award. Additional information regarding SPIN# is available at https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/or 888-641-8722.

2.3 **Contract Term:**

The District shall select a Contractor to provide a secure price and establish a term of contract for Network Electronics – E-Rate herein described for the District commencing from July 1, 2027 through September 30, 2028 (subject, however, to availability of lawfully appropriated funds for each District fiscal year). The Contract may thereafter be renewed for four (4) additional one (1) year periods, upon the consent and agreement of both parties. The fee structure of the Contractor shall remain firm for the entire contract term including any and all renewals.

3.0 EX PARTE COMMUNICATION:

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with District personnel involved with or related to the RFP, other than as designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Respondents' proposal.

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with Board members is also prohibited and will result in the disqualification of the Respondent.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective Respondent are necessary for, and solely related to, the ordinary course of business concerning the District's existing contract(s) for the materials or services addressed in this RFP (but in no event shall any existing vendor intending to submit a proposal initiate communications to any member(s) of the School Board of Duval County, Florida; it being understood such communication initiated by a vendor under these circumstances would not be in the ordinary course of business).

4.0 PREPARATION AND SUBMISSION REQUIREMENTS:

4.1 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

4.2 **All proposals must be received no later than 2:00 p.m. (EDT), on December 10th, 2026.** Official time for the purpose of RFP opening will be calibrated using http://www.timeanddate.com/worldclock/results.html?query=jacksonville. If a proposal is transmitted by US Mail or other delivery medium, the Proposers(s) will be responsible for its timely delivery **to Purchasing Services, Suite 322, 1701 Prudential Drive, Jacksonville FL 32207.** Any proposal received after the stated time and date or at another location will not be considered.

4.3 **One signed original, and two (2) copies on USB Flash Drive. (2 USB Flash Drives to be submitted)** of the complete proposal must be sealed and clearly labeled **"REQUEST FOR PROPOSAL: Network Electronics"** on the outside of the package. The legal name, address, Proposers' contact person, and telephone number must also be clearly annotated on the outside of the package.

The signed original shall be marked as "ORIGINAL". Once accepted, all original proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

All proposals must be signed by an officer or employee having authority to legally bind the Proposers(s).

Any corrections of unit prices must be by line-outs of the original prices with correct amounts typed or written in and initialed by the originator. Corrections made using correction fluid (white out) or any other method of correction are **unacceptable**.

NOTE: It is the sole responsibility of each respondent to assure all flash drives are EXACT duplicates of the original proposal. USB Flash Drives will be utilized by the Evaluation Committee for the purpose of evaluation of proposals.

Any information contained in the original proposal which has not been transferred to the USB Flash Drive will NOT be considered. The original document will be used **solely** for official record keeping purposes.

4.4 Potential Proposers shall not contact, by written or verbal communication, any District employee for information regarding this RFP other than as expressly permitted by this RFP.

Additions, deletions or modifications to information contained in the RFP document will be presented to all potential Proposers by means of a written addendum, if necessary.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District. Any questions or requests for clarification regarding this RFP shall be submitted to Louis Mitchum, Purchasing Services in writing via e-mail at mitchuml@duvalschools.org. The deadline for such questions or requests will be 12 noon, EDT on November 23rd,2026 **unless otherwise extended in writing by the District.** Questions or requests for clarification received after the deadline will NOT be addressed. Note that Proposers are requested to submit questions regarding this RFP for the District's clarification via issued Addenda, instead of Proposer's taking exceptions to any terms or conditions of this RFP within the submitted proposal.

4.5 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the District ample time to award the Contract for the services specified in the proposal and this RFP. Concurrent with the delivery of the Proposer's proposal, the Proposer shall also irrevocably deliver a completed and properly signed **Attachment A**. Upon completion of the award process and within three (3) business days of the School Board's completion of the award process at its duly called meeting the required insurance certificate must be delivered. (see Section 16.0 of this RFP).

5.0 FAMILIARITY WITH DISTRICT AND ADDITIONAL INFORMATION:

Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The Proposers(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowance will be made due to lack of knowledge of these conditions.

Submission of a proposal shall constitute acknowledgement by the Proposers that it is familiar with all conditions. The failure to familiarize itself with the sites shall in no way relieve him or her from any obligations with respect to the proposal.

6.0 TIME SCHEDULE:

The District will attempt to adhere to the following time schedule:
November 10th, 2026, RFP Release

November 23rd, 2026, at 12 noon. (EDT) Deadline for Questions
December 10th, 2026, at 2:00 p.m. (EDT) Proposal Opening
December 16th,2026, Committee Evaluation
February 2026 Board Award

Inquiries regarding the status of the proposal must not be made prior to the posting of award recommendation.

7.0 DISTRICT'S RIGHTS AND RESERVATIONS:

A. The District reserves the right to accept or reject any or all proposals.

B. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.

C. The District reserves the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

D. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.

E. The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.

F. The District reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the District reserves the right to discontinue negotiations and to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

G. The District reserves the right to require presentations/interviews with the highest ranked respondents. If presentations/interviews are deemed necessary, the District will notify the affected respondents by email not later than seven business days prior to their respective scheduled presentation/interview.

8.0 PROPOSAL FORMAT AND EVALUATION CRITERIA:

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Include all information in your proposal**. Proposers are encouraged to provide tab separations for each item. Proposals received which do not address ALL items and sub-items listed in this section may be considered nonresponsive.**

A. PRICE OF THE ELIGIBLE PRODUCTS AND SERVICES: **(35 Points)**

The District will consider and rate the explanation and detail of the rates and fees.

REFERENCES: **(5 Points)**

List three (3) reference from K-12 educational institutions (each with 30 or more sites) contracts providing similar services. The District will consider the acceptability of the three references presented by the vendor from customers with

environments similar to the District. Reference information must include company name/project, contact name, address, telephone number and email address. Each Bidder is required to submit references from 3 K-12 educational institutions (each with 30 or more sites) indicating that they have successfully installed and deployed Fabric Connect, Fabric Attach, Fabric Extend, Shortest Path, Extreme Management Center (XMC) and Extreme Cloud IQ Wireless or Equivalent network technology. **See reference form Attachment E.**

B. EXPERIENCE: **(30 Points)**

The District will consider and rate the financial soundness, stability, qualifications and depth of knowledge of the vendors staff. Also provide a detailed narrative that demonstrates your company experience in providing, installing and maintaining like services for customers, knowledge of current state-of-the-art technology, and experiences in managing projects of similar scope and nature in a regional setting and with large K-12 educational installations. The offeror must provide a history of the company, strength and stability, licensing information, years in providing Data Communications services.

The District currently uses Extreme Management Center (Site Engine and XIQ) for Network Access Control (NAC), RGNets for Wireless NAC, network monitoring and management. The Bidder is requested to submit a letter outlining their experience with these or similar products. The Bidder is asked to include in this letter experience in large enterprise network deployments using Fabric and Shortest Path Bridging other than those covered in the reference letters submitted.

C. PRICE OF INELIGIBLE PRODUCTS AND SERVICES: **(5 Points)**

The District will consider and rate the explanation and detail of the rates and fees.

D. VALUE TO THE DISTRICT: **(25 Points)**

Provide a detail narrative which explains the cost if any, to the District to deploy and integrate the proposed network equipment. The time and effort required to seamlessly integrate proposed equipment into the District environment. The cost and amount of time required to train District staff on proposed network equipment.

E. OEO COMPLIANCE STATEMENT (Attachment C): Submit with signatures as specified. **This is a required submittal.** No points are assigned to this required item.

9.0 PROPOSAL EVALUATION PROCESS:

Proposals are received and publicly opened. Only names of Proposers are read at this time.

An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. The Proposer's complete response will be reviewed and evaluated by the Evaluation Committee.

The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before

recommendation of award.

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

Proposers are advised to provide their respective best offer with the initial proposal because the District reserves the right to award a Contract based on initial proposals without further discussion or negotiation.

The proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate revisions to or removal of unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the District and the selected Proposers cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Proposers and to negotiate and execute a Contract with the next-ranked Proposers. Note section 4.4 above, where Proposers are requested to submit questions during the addendum process instead of taking exceptions within the proposal to the terms and conditions in this RFP.

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

A recommendation agenda item will be submitted to the Superintendent of Schools, Duval County, Florida. The Superintendent will then recommend to the School Board the award or rejection of any and/or all proposal(s). The School Board will then award or reject any or all proposal(s).

10.0 CONTRACTOR CERTICATIONS AND QUALIFICATIONS:

- **At The time of the bid, the Contractor must have an engineer(s) on staff with an Extreme Certified Professional certification (ECP). for each of the following tracks:**
    - **Extreme Switching**
    - **Extreme Fabric**
    - **Extreme Cloud IQ**
    - **Extreme Cloud IQ Controller**
    - **Extreme Cloud IQ-Site Engine**
    - **Extreme Control**

  or alternative manufacturer's equivalent certification level. It is not required that 1 engineer hold all certifications but all ECP track certifications must be attained by Contractors engineering staff. Proof of certification must be submitted with RFP bid submittal. Submittals received without proof of certification may not be considered for award.

Provide copies of the following (valid and current) licenses and/or certifications: Failure to provide this documentation may result in your bid being considered non-responsive:

Duval County Local Business Tax Receipt, (formerly Occupational License) or proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.

Bidder shall include letters from manufacturer's showing that they are an authorized Distributor or retailer of their product, (if not the manufacturer themselves). The bidder(s) must have adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending and award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

Bidder must be at minimum an Extreme Black Diamond Partner or Manufacturer Equivalent and must provide documentation of such.

11.0 CANCELLATION OF AWARD/TERMINATION:

11.1 Cause:

In the event the Contractor, either willfully or unintentionally violates any of the provisions of the Contract, the Superintendent or designee shall give written notice stating the deficiencies.

The Contractor shall provide to the District its action plan within two (2) business days after the District's notification, and the Contractor shall have ten (10) business days after the District's initial notice to complete the cure set forth in its action plan.

11.2 Convenience:

The District, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving no less than sixty (60) calendar days prior written notice.

If said Contract should be terminated for convenience as provided herein, the District shall be relieved of all obligations under said Contract. Access to any and all work papers will be provided to the District after the termination of the Contract.

The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Contract; it being understood that the District's payments to the Contractor forms the consideration for the District's termination for convenience not being available to Contractor. In the event of the District's termination of the Contract, the District (in its sole election) may also require the Contractor to provide the transition assistance as set forth in Section 11.6 of this RFP.

11.3 Breach of contract resulting in termination of the Contractor for cause may result in the Contractor being debarred from future solicitations pursuant to School Board Policy 7.70.

11.4 FORCE MAJEURE: Whenever the Contractor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility

of the Contractor to promptly send written notice to the District's Director of Purchasing Services, as to the extent of this disruption and its probable effect upon this Contract. If, in the opinion of the District, the disruption presented is commensurate with the conditions established herein, the District may elect to modify delivery/service timelines, renegotiate the Contract in whole or in part, or cancel all or any portion of the Contract. The Contractor will be given written notification of all decisions made. The decision of the District shall be final, and the District's objective will be a solution that is mutually beneficial.

11.5 Notwithstanding anything to the contrary herein, each payment obligation of the District created by the Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of services. If such funds are not allocated and available, the Contract may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

11.6 In order to provide transition assistance to the District in the event that the Contract is terminated or expires, the Contractor agrees that the District may provide written notice to the Contractor retaining the Contractor for a mutually agreed upon period of time (at a minimum of one calendar month, plus five (5) additional calendar months on a month-by-month basis at the District's sole and unilateral election) on the same terms and conditions set forth in the Contract (the "Transition Assistance"). The provisions of this section will not apply if the Contract is terminated by the Contractor based on an uncured event of default by the District.

12.0 DEFAULT:

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

13.0 LEGAL REQUIREMENTS:

13.1 It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility. Upon award, Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement, the following, all of which shall be incorporated into the Agreement by this reference, and which are attached as composite **Exhibit 2: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit; (e) Affidavit of Compliance with Section 287.138 Florida Statutes, Contracting with Entities of Foreign Countries of Concern; (f) Compliance with Anti-Human Trafficking Laws Affidavit.**

13.2 The District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or Subcontractor. Accordingly, Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Contract on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no

otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Contract.

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

13.4 JESSICA LUNSFORD ACT**:**

The Contractor shall comply with and be responsible for all costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005 (if applicable). The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Sections 1012.32, 1012.465 and 1012.467 Florida Statutes and any other applicable Section(s).

In 2013, the Florida Legislature amended Section 1012.467 F.S. to create a requirement for a uniform, statewide identification badge to be worn at all times by non-instructional Contractors when on school grounds. The cost of the badge may not exceed ten dollars ($10.00) per badge, per employee. After the implementation of the initial badge, Contractors shall replace the badges concurrently with the re-fingerprinting of employees. The associated cost of the uniform, statewide badge shall be the responsibility of the Contractor. The Contractor shall report any arrest for a disqualifying offense within forty-eight (48) hours of the arrest. Failure of the Contractor / Contractor's employee to report an arrest for any disqualifying offense within 48 hours is a felony of the third degree punishable as provided in Section 775.082 or Section 775.083 F.S

13.5 Other Legal Requirements. All the personnel assigned by the Contractor and any subcontractor shall be authorized under state and local laws to perform such Services, whether by appropriate license, registration, certification or other authorization.

13.6 Representations and Warranties.

13.6.1 The Contractor warrants that it is a duly formed business entity duly organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to the Contract in the State of Florida. The Contractor agrees that it will comply with all rules and regulations of governmental bodies governing its performance under this RFP and the resulting Contract whether or not such specified in the Contract and Exhibits. The Contractor further warrants that the execution and delivery of the Contract and the terms and conditions herein have been duly authorized by proper corporate and/or partnership action (as the case may be).

13.6.2 The Contractor shall comply with all applicable federal, State and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Contract, as the same exist and as they may be amended from time to time.

13.6.3 Each Party agrees to continue performing its obligations under the Contract while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance

13.6.4 Each Party agrees that, in its respective dealings with the other Party under or in connection with the Contract, it shall act in good faith.

13.6.5 Publicity. Contractor shall not use the District's name, logo or other likeness in any public event, press release, marketing materials or other public announcement without receiving the District's prior written approval. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

13.7 Miscellaneous. The Contract to be awarded pursuant to this RFP shall be further governed by the following:

13.7.1 This RFP and any Contract resulting therefrom shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of the Contract shall lie exclusively in the jurisdictional courts in and for Duval County, Florida.

13.7.2 The Contract shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

13.7.3 Except for the provisions requiring Contractor to pay the District's reasonable attorneys' fees and costs for any matter arising under Section 17 of the RFP (which shall control), in the event of any other conflict arising from the Contract, each party shall pay its own attorneys' fees and costs.

13.7.4 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Contract shall remain in full force and effect.

13.7.5 Nothing herein shall be deemed that the District alters, limits, waives, or expands the provisions and limitations of section 768.28, Florida Statutes. Except as otherwise provided by Florida Law, neither the execution of the Contract by the District nor any other conduct, action or inaction of any District representative relating to the Contract is a waiver of sovereign immunity by the District.

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

13.7.7 The Article and Section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.

13.7.8 The Contractor is, and shall at all times be, an independent contractor under the Contract and not an agent of the District. Nothing in the Contract nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Contract shall be construed as or deemed to create as to the Parties any partnership or joint venture. Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.

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

13.7.10 Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Contract, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Contract shall not relieve the other Party from responsibility for complying with the requirements of the Contract, nor shall it be construed as a waiver of any rights under the Contract, except as and to the extent otherwise expressly provided in such approval or consent.

13.7.11 The provisions in this RFP and all contract documents, which by their nature are intended to survive the expiration, cancellation or termination of the Contract, including, by way of example only, the Indemnification, Insurance, and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Contract.

13.7.12 All media releases, public announcements, and public disclosures by either Party relating to the Contract or the subject matter of the Contract, including promotional or marketing material, shall be coordinated with and approved by the other Party prior to release. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

13.7.13 Time shall be of the essence as to all provisions of the Contract. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

13.7.14 Every notice, approval, consent or other communication authorized or required by the Contract awarded pursuant to this RFP shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below, or directed to the Contractor as established promptly after the award of the Contract pursuant to this RFP. Either party may change the address by written notice to the other party from time to time in accordance herewith

If to District:
School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Phone: (904) 348-7133
Attn: Stephen Mclaughlin
Email: mclaughlis@duvalschools.org

With copy to:
Office of Legal Services
Attn: Chief
1701 Prudential Drive, Room 340
Jacksonville, FL 32207
Phone: (904) 390-2111

Notwithstanding the foregoing, the parties agree that all communication relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Contract, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services.

13.7.15 Gratuities and Kickbacks. Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or official of the District, elective or appointive, in his efforts to proposal for, offer for sale, or to seek in the open market to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Contract. For the breach or violation of these provisions, the District shall have the right to terminate the Contract without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

13.7.16 In the event of any conflict among the documents, the order of priority of the contract documents shall be as follows:

First, to any executed Contract resulting from the award of this RFP;
Second, Addenda (if any) released for this RFP, with the latest Addendum taking precedence;
Third, the RFP, and
Last, the awardee's Proposal.

13.7.17 The District shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the agreement. Any Penalty for delay in payment shall be in accordance with applicable law. No payment shall be made for travel.

Each payment obligation of the District created by the agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the

District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

13.7.18 Employment Eligibility. Pursuant to the provisions of section 448.095, Florida Statues, the parties agree to the following: for purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of Contractor's subcontractor(s):

a) Beginning January 1, 2021, the District, the contractor, and any of the Contractor's subcontractor(s) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The District, the Contractor and the Contractor's subcontractor(s) may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

b) 1. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

2. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

c) 1. The District, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated s.448.09(1), Florida Statutes, shall terminate the contract with the person or entity.

2. If the District has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, then the District shall promptly notify the Contractor and order the Contractor to

immediately terminate the contract with the subcontractor.

3. A contract terminated under subparagraph 1. Or subparagraph 2. Is not a breach of contract and may not be considered as such.

d) The District, Contractor, or any of Contractor's subcontractor(s) may file an action with a circuit or county court to challenge a termination under paragraph (3) no later than 20 calendar days after the date on which the contract was terminated.

e) If the District terminates the agreement with Contractor under paragraph (c), the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement was terminated.

f) The Contractor is liable for any additional costs incurred by the District as a result of the termination of the contract.

13.7.19 Severability. If any clause or provision of the Agreement is illegal, invalid or unenforceable under present or future laws effective during the term thereof, then the remainder of the Agreement shall not be affected thereby; and in lieu of each clause or provision of the Agreement which is illegal, invalid or unenforceable, there shall be added, as part of the Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

13.7.20 Disclosure of Employment of Former District Employees. Pursuant to District Policy, all bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, Contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

14.0 FEDERAL AND STATE TAX:

Employment taxes: The Contractor shall comply with all matters relating to the timely payment of all taxes (Federal, State and local) and payroll taxes, unemployment taxes or contributions or other Federal or State employment taxes. The Contractor shall indemnify, defend, and hold District harmless from any liability for any required tax responsibilities.

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

15.0 CONFLICT OF INTEREST:

15.1 Pursuant to the District's Policy, all proposers and Contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the proposer or contractor in any capacity related to procurement of services under this RFP, and who

within the last two (2) years, have been or are employees of the District. And all proposers and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District's employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates they held those positions. By its signature of the Agreement, the Contractor shall certify to the District that there are no names to disclose to the District pursuant to this section, unless Contractor provided the names when Contractor Submitted its response to the RFP.

15.2 Non-Collusion Statement / Public Domain

I, the Proposer, attests that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other Proposers in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

16.0 INSURANCE REQUIREMENTS:

A. Without limiting any of the other obligations or liabilities of the vendor/contractor, the vendor/contractor shall, at its sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement.

1. **Workers' Compensation/Employers Liability**: The Workers' Compensation and Employers' Liability insurance provided by the vendor/contractor shall conform to the requirements set forth herein.

a. The vendor/contractor insurance, or self-insurance, shall cover the vendor/contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage shall be included for the Federal Employers' Liability Act and any other applicable federal or state law.

b. The policy must be endorsed to waive, or for self-insurance the Contractor hereby agrees to waive, the insurer's right to subrogate against the District, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with the District, and its members, officials, officers and employees scheduled thereon.

c. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	Each Accident
$1,000,000	Disease - Each Employee
$1,000,000	Disease - Policy Limit

d. The vendor/contractor may be relived of providing Workers' Compensation coverage provided an exemption form is submitted from the State of Florida Division of Workers Compensation stating the vendor/contractor is exempt from the insurance requirement under F.S. 440.

2. **Commercial General Liability**. The Commercial General Liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

a. The vendor/contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

1) The coverage **may not** include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.
2) The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

b. The minimum limits to be maintained by the vendor/contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate

$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

c. The vendor/contractor shall include the School Board of Duval County, Florida, and its members, officials, officers and employees as "additional insured's" on the Commercial General Liability coverage. The coverage afforded such additional insured's shall be no more restrictive than that which would be afforded by adding the School Board of Duval County, Florida, and its members, officials, officers and employees as additional insured's on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

d. The vendor/contractor shall pay on behalf of the School Board of Duval County, Florida, or its member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the School Board of Duval County, Florida, or its member, official, officer or employee for which the School Board of Duval County, Florida or its member, official, officer or employee is insured as an additional insured.

3. **Business Auto Liability.** The automobile liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

a. The vendor/contractor's insurance shall cover the vendor/contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

b. The School Board of Duval County, Florida, and its members, officials, officers and employees shall be included as "additional insured's" in a manner no more restrictive than that which would be afforded by designating the School Board of Duval County, Florida, and its members, officials, officers and employees as additional insured's on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

c. The minimum limits to be maintained by the vendor/contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

B. **EVIDENCE OF INSURANCE.** Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement. The vendor/contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the vendor/contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of the School Board of Duval County, Florida, identify this Agreement, and provide that the underwriter shall endeavor that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the vendor/contractor shall furnish the District with:

    a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the School Board of Duval County, Florida and its members, officials, officers and employees as Additional Insured's in the Commercial General Liability coverage.

    b. An original copy of the policy (or policies) upon reasonable request by the District.

3. Until such time as the insurance is no longer required to be maintained by the vendor/contractor as set forth in this Agreement, the vendor/contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the vendor/contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The vendor/contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. **INSURERS QUALIFICATIONS/REQUIREMENTS:**

1. Insurers providing the insurance required by this Agreement for the vendor/contractor must either be:

    a. Authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or

    b. An eligible surplus lines insurer under Florida Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation

Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the vendor/contractor has knowledge of any such failure; the vendor/contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the vendor/contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the vendor/contractor shall be in default of this Agreement.

4. **Primary and Non-Contributory**. The insurance provided by the vendor/contractor pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the School Board of Duval County, Florida, and its member, official, officer or employee.

5. **Additional Remedy**. Compliance with the insurance requirements of this Agreement shall not limit the liability of the, vendor/contractor or its Subcontractors or Sub-subcontractors, employees or agents to the District or others. Any remedy provided to the School Board of Duval County, Florida, or its members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

D. **District Approval**: Neither approval by the District nor failure to disapprove the insurance furnished by the vendor/contractor shall relieve the vendor/contractor of the vendor/contractor's full responsibility to provide the insurance as required by this agreement.

17.0 <u>INDEMNIFICATION / HOLD HARMLESS AGREEMENT</u>:

17.1 The Contractor shall, in addition to any other obligation to indemnify the School Board of Duval County, Florida, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work.

17.2 Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the District. If contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal

prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark of (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing.

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

17.4 Except as may otherwise be expressly set forth herein, each party shall be responsible to pay its own attorney's fees (including paralegal and any other fees) and all costs arising from disputes under the contract.

17.5 The Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS ($10.00) payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida.

17.6 This article will survive the termination of the Contract.

18.0 <u>PUBLIC RECORDS LAW</u>:

Pursuant to Florida Statutes Chapter 119, responses 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 a recommendation for award, whichever occurs first. Thereafter, all documents or other materials submitted by all Respondents in response to this offering shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes, unless otherwise exempt under Florida law.

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding public records (whether documents, notes, letters, emails, or other records) received or generated in relationship to the Agreement awarded by the District.

The Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

A. Keep and maintain public records required by the District in order to perform the service.

B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statues or as otherwise provided by law.

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

D. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER TO BE PROVIDED PURSUANT TO SECTION 13.7.14 ABOVE.

To the extent a proposer asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain. It is not contemplated that any portion of a Proposal will be exempt or confidential from disclosure pursuant to Chapter 119, Florida Statutes.

19.0 PERMITS AND LICENSES:

The Contractor shall be responsible for obtaining any necessary permits and licenses and shall comply with laws, rules, and regulations whether State or Federal and with all local codes and ordinances without additional cost to the District. Some examples may include –but are not limited to: Florida incorporation requirements; business licensing at the State level as well as the City of Jacksonville (Duval County); EPA hazardous material management certification requirements for facilities; vehicle registration and licensing.

20.0 PUBLIC ENTITY CRIMES:

20.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/Proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

20.2 The Proposer certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days

of the award of the Contract.

21.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

21.1 The Contract or agreement is personal to the parties herein and may not be assigned, in whole, or by merger or reorganization by the Contractor without prior written consent of the District in its sole discretion which shall not be unreasonably withheld. The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal, or its subsidiaries, affiliates, or designees.

Notwithstanding the above, should the Contractor desire to delete, add, or amend any subcontractors or engage additional companies as subcontractors then the Contractor shall ensure that each subcontractor complies with all provisions of the agreement, and notwithstanding anything to the contrary, the Contractor shall remain liable for the acts and omission of such subcontractor(s) and the proper performance and delivery of the Services.

21.2 The Contractor herein shall not assign payments under the Contract or agreement without the prior written consent of the District.

22.0 AGREEMENT:

A contract, which shall include the terms and conditions set forth in this RFP, may be released, after award, for any work to be performed as a result of this RFP. This document, the proposal, negotiated terms, agreement if applicable, and any other relevant documents will constitute the complete agreement between the Contractor and the District.

23.0 DISPUTE (SOLICITATION OR AWARD):

A. This section implements section 120.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.

a) School District's Notice of Decision or Intended Decision. Pursuant to section 120.57(3), Florida Statutes, the Director of Purchasing, shall post notice of a Decision of Intended Decision concerning a solicitation or contract award arising out of the contract solicitation or award process by electronic posting. "Electronic posting" or "electronically post" means noticing of solicitations, agency decisions or intended decisions, or other matters relating to procurement on a centralized Internet website designated for this purpose. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security, as may be required by law, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

b) Notice of Protest. In a contract procurement process, any person who is adversely affected by the agency Decision or Intended Decision and intends to protest the Decision or Intended Decision, shall file a notice of protest in writing with the school District's Agency Clerk (Executive Director, Office of Policy and Compliance) within seventy-two (72) hours after the posting of

the notice of Decision or Intended Decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed with the Agency Clerk in writing within seventy-two (72) hours after the posting of the solicitation.

i. A notice of protest should not be filed before the seventy-two (72) hour period begins. The seventy-two (72) hour period begins upon posting of the Decision or Intended Decision.

ii. The notice of protest must be actually received by the Agency Clerk before the seventy-two (72) hour period expires. The seventy-two (72) hour period excludes Saturdays, Sundays, and holidays when the school District's administrative office is closed. The seventy-two (72) hour period is not extended by service of the notice of protest by mail. Failure to timely file a notice of protest shall constitute a waiver of proceedings under this section and section 120.57(3), Florida Statutes.

iii. The notice of protest shall identify the procurement by number and title or any other language that will clearly enable the Agency Clerk to identify it; and it shall state that the person intends to protest the decision.

c) Formal Written Protest. The protester shall file a formal written protest with the Agency Clerk within ten (10) days after the date the notice of protest is filed. Failure to timely file the formal written protest shall constitute a waiver of proceedings under this Policy and section 120.57(3), Florida Statutes. The ten (10) day period for filing the petition is not extended by service of the petition by mail.

i. The formal written protest shall:

A. State with particularity the facts and law upon which the protest is based;

B. Contain all the information specified in Rule 28-106.201(2), Florida Administrative Code and Rule 28-106.301(2), Florida Administrative Code; and

C. Be substantially in the form of a petition set forth in Rule 28-110.004(2), Florida Administrative Code, naming "the School Board of Duval County, Florida" as the Respondent.

ii. Pursuant to Rule 28-110.004(1), Florida Administrative Code, if the formal written protest is filed in proper form within the seventy-two (72) hour period for filing a notice of protest, the formal written protest will also constitute the notice of protest, and all time limits applicable to a notice of protest are waived and the time limits relative to formal written protests shall apply.

iii. Posting the Bond. The party protesting the bid specification or recommended award shall be required to post a bond in a form consistent with Rule 28-110.005(2), Florida Administrative Code and timely submit that bond to the School District Purchasing Department.

iv. Bond: Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance). Any person who files and

action protesting a Decision or Intended Decision pertaining to a solicitation or contract award shall post with the Director of Purchasing, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to "The School Board of Duval County, Florida" in an amount equal to one percent (1%) of the School District's estimate of the dollar value of the proposed contract.

A. The School District shall provide the estimated contract amount to the protester with seventy-two (72) hours (excludes Saturdays, Sundays, and holidays when the school District's administrative office is closed) after the filing of notice of protest. The estimated contract amount is not subject to protest under this Policy or section 120.57(3), Florida Statutes. This information may be provided as part of the Decision or Intended Decision documents. In lieu of a bond, the Director of Purchasing may accept a cashier's check, official bank check, or money order in the amount of the bond.

B. The bond shall be conditioned upon the payment of all costs and charges which may be adjudged against the protest in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

C. If, after completion of the administrative hearing process and any appellate court proceedings, the School Board prevails, it shall be entitled to recover all costs and charges which are included in the final order or judgement, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the Decision or Intended Decision or contract award, the bond, cashier's check, official bank check, or money order shall be returned to the protestor. If, after the completion of the administrative hearing process and any appellate court proceedings, the protestor prevails, the protestor may recover from the School Board the costs and charges which are included in the final order or judgment, excluding attorney's fees.

v. Bond: Construction Purchasing. Protesters regarding competitive procurement related to educational facilities shall be required to post a bond in the amount specified in section 255.0516, Florida Statutes, which also governs recovery of fees and costs including attorney's fees. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, protesters shall post a bond in the amount of one percent (1%) of the School District's estimate of the dollar value of the proposed contract or $5,000, whichever is greater.

d) Staying the Procurement Process. Upon timely receipt of the formal written protest, the solicitation or contract award process shall be stopped until the subject of the protest is resolved by final agency action, unless the Director of Purchasing sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

e) Informal Resolution Meeting. The Director of Purchasing shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days (excludes Saturdays, Sundays, and holidays when the school District's administrative office is closed) of receipt of the formal written protest. All affected parties shall be notified of the notice of protest.

f) Hearing. If the protest is not resolved by mutual agreement within seven (7) days (excludes Saturdays, Sundays, and holidays when the school District's administrative office is closed) after receipt of the formal written protest: and

A. If there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to section 120.57(2), Florida Statutes and applicable Board Policies, and may be conducted before a hearing officer designated by the Superintendent; or

B. If there is a disputed issue of material fact, as determined by the Agency Clerk, in accordance with section 120.569, Florida Statutes, the protest shall be referred within fifteen (15) days after the Agency Clerk receives the Formal Written Protest to the Division of Administrative Hearings for a formal hearing under section 120.57(1), Florida Statutes.

ii. As stated in section 120.57(3)(f), Florida Statutes, the burden of proof shall rest with the party protesting the proposed agency action.

A. In any bid-protest proceeding contesting an intended agency action to reject all bids, proposals, or replies, the standard of review shall be whether the School Board's intended action is illegal, or fraudulent.

In competitive procurement protests other than those contesting an intended agency action to reject all bids, proposals, or replies, the hearing office or administrative law judge will conduct a de novo proceeding to determine whether the School Board's proposed action is contrary to the governing statutes, the School Board's Policies, or the solicitation documents. the standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous contrary to competition, arbitrary, or capricious.

24.0 DISCLAIMER:

Except as expressly set forth in this RFP, all figures presented herein (i.e. square footage, times, rates, and quantities) are for evaluative purposes only and are not deemed to be a direction to Proposers, nor a representation/warranty by the District.

25.0 OFFICE OF ECONOMIC OPPORTUNITY (OEO) ENCOURAGEMENT:

The District encourages a maximum participation of SBEs and MBEs in its contract awards, based upon availability. The District ensures that private companies doing business with the District are not discriminated against in the award of contracts for construction projects, procurement of goods and services, and professional services on the based race, color, sex or national origin.

The awarded Contractor shall submit to the Office of Economic Opportunity a Quarterly OEO Utilization Report stating the quarterly activity with certified SBEs and MBEs. The report shall include the name of the company(s), the product(s) or service(s) purchased and the amount. If there is no activity to report for the monthly, the Company shall submit a Good Faith Efforts Statement.

ATTACHMENT B

Cost Proposal Form

For the purpose of this RFP, any surcharges and/or tariffs must be included in the Unit Price.

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
1	5320-16P-4XE	5320 16x10/100/1000BASET FDX/HDX PoE+ 4x10G unpopulated SFP+ MACSec capable 1x internal fixed PSU fans **OR EQUIVALENT**			
2	10061	Pwr Cord,10A,NEMA 5-15P,IEC320-C13 **OR EQUIVALENT**			
3	5320-16P-2MXT-2X	5320 16x10/100/1000Base-T PoE+ ports 2x1/2.5/5/10GbE Base-T ports 2x10GbE SFP+ ports 1 Fixed AC PSU Fanless **OR EQUIVALENT**			
4	5420F-24P-4XE	ExtremeSwitching 5420F 24 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFP-DD 4 10G unpopulated SFP+ MACsec capable internal fixed PSU fans 1 unpopulated modular PSU slot. **OR EQUIVALENT**			
5	XN-ACPWR-600W-FB	600 Watt AC PoE Power Supply Module - Front to Back airflow **OR EQUIVALENT**			
6	5420F-8W-16P-4XE	ExtremeSwitching5420F 8 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 16 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFP-DD 4 10G un-pop SFP+ MACsec internal fixed PSU fans 1 un-pop modular PSU slot. **OR EQUIVALENT**			
7	5420F-24T-4XE	ExtremeSwitching 5420F 24 10/100/1000BASET FDX/HDX 2 stacking/SFP-DD 4 10G unpopulated SFP+ MACsec capable internal fixed PSU fans 1 unpopulated modular PSU slot. **OR EQUIVALENT**			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
8	5420F-24S-4XE	ExtremeSwitching 5420F 24 1000BASE-X SFP 2 stacking/SFP-DD 4 10G unpopulated SFP+ MACsec capable internal fixed PSU fans 1 unpopulated modular PSU slot. **OR EQUIVALENT**			
9	XN-ACPWR-150W-FB	150 Watt AC PoE Power Supply Module - Front to Back airflow **OR EQUIVALENT**			
10	5420F-48T-4XE	ExtremeSwitching 5420F 48 10/100/1000BASET FDX/HDX 2 stacking/SFP-DD 4 10G unpopulated SFP+ MACsec capable internal fixed PSU fans 1 unpopulated modular PSU slot. **OR EQUIVALENT**			
11	5420F-48P-4XE	ExtremeSwitching 5420F 48 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFP-DD 4 10G unpopulated SFP+ MACsec capable internal fixed PSU fans 1 unpopulated modular PSU slots. **OR EQUIVALENT**			
12	5420F-48P-4XL	ExtremeSwitching 5420F 48 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFP-DD 4 10G unpopulated SFP+ w/ LRM MACsec capable internal fixed PSU fans 1 unpopulated modular PSU slot. **OR EQUIVALENT**			
13	XN-ACPWR-1200W-FB	1200 Watt AC PoE Power Supply Module - Front to Back airflow **OR EQUIVALENT**			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
14	5420F-16W-32P-4XE	ExtremeSwitching5420F 16 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 32 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFP-DD 4 10G up-pop SFP+ MACsec internal fixed PSU fans 1 un-pop modular PSU slot. **OR EQUIVALENT**			
15	10099	Power Cord, 15A, USA, NEMA 5-15, IEC320-C15 **OR EQUIVALENT**			
16	5420F-16MW-32P-4XE	ExtremeSwitching 5420F 16 100Mb/1Gb/2.5Gb 802.3bt 90W PoE 32 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFP-DD 4 10G un-pop SFP+ MACsec capable internal fixed PSU fans 1 un-pop modular PSU slot. **OR EQUIVALENT**			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
17	5420M-24W-4YE	ExtremeSwitching 5420M 24 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 stacking/SFP-DD 4 10/25G unpopulated SFP28 MACsec capable includes fan module 2 unpopulated modular PSU slots. **OR EQUIVALENT**			
18	XN-ACPWR-920W	920W AC PoE PSU supported on PoE models of 5420 switches **OR EQUIVALENT**			
19	5420M-48W-4YE	ExtremeSwitching 5420M 48 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 stacking/SFP-DD 4 10/25G unpopulated SFP28 MACsec capable includes fan module 2 unpopulated modular PSU slots. **OR EQUIVALENT**			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
20	5420M-16MW-32P-4YE	ExtremeSwitching 5420M 16 100Mb/1Gb/2.5Gb 802.3bt 90W PoE 32 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFP-DD 4 10/25G un-pop SFP28 MACsec capable includes fan module 2 un-pop modular PSU slots. **OR EQUIVALENT**			
21	5420M-24T-4YE	ExtremeSwitching 5420M 24 10/100/1000BASET FDX/HDX 2 stacking/SFP-DD 4 10/25G unpopulated SFP28 MACsec capable includes fan module 2 unpopulated modular PSU slots. **OR EQUIVALENT**			
22	5420M-48T-4YE	ExtremeSwitching 5420M 48 10/100/1000BASET FDX/HDX 2 stacking/SFP-DD 4 10/25G unpopulated SFP28 MACsec capable includes fan module 2 unpopulated modular PSU slots. **OR EQUIVALENT**			
23	5520-24W	ExtremeSwitching 5520 24 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 stacking/QSFP28 1 unpopulated VIM slot MACsec capable includes 3 fan modules 2 unpopulated modular PSU slots. **OR EQUIVALENT**			
24	XN-ACPWR-1100W-FB	1100 Watt AC PoE Power Supply Module - Front to Back airflow **OR EQUIVALENT**			
25	5520-24X	ExtremeSwitching 5520 24 1Gb/10Gb SFP+ ports 2 stacking/QSFP28 1 unpopulated VIM slot includes 2 fan modules 2 unpopulated modular PSU slots. **OR EQUIVALENT**			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
26	XN-ACPWR-350W-FB	350 Watt AC Power Supply Module - Front to Back airflow **OR EQUIVALENT**			
27	5520-48W	ExtremeSwitching 5520 48 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 stacking/QSFP28 1 unpopulated VIM slot MACsec capable includes 3 fan modules 2 unpopulated modular PSU slots. **OR EQUIVALENT**			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
28	5520-12MW-36W	ExtremeSwitch5520 12 100Mb/1Gb/2.5Gb/5Gb 802.3bt 90W PoE 36 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 stacking/QSFP28 1 un-pop VIM slot MACsec capable 3 fan modules 2 unpopulated modular PSU slots. **OR EQUIVALENT**			
29	XN-ACPWR-2000W-FB	2000 Watt AC PoE Power Supply Module - Front to Back airflow. Supported on ExtremeSwitching 5520 5720 X465 and VSP4900 **OR EQUIVALENT**			
30	10109	PWR CORD,NEMA,15A,NEMA 6-15P,C15,ST **OR EQUIVALENT**			
31	5520-24T	ExtremeSwitching 5520 24 10/100/1000BASET FDX/HDX 2 stacking/QSFP28 1 unpopulated VIM slot MACsec capable includes 2 fan modules 2 unpopulated modular PSU slots. **OR EQUIVALENT**			

tem#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
32	5520-48T	ExtremeSwitching 5520 48 10/100/1000BASET FDX/HDX 2 stacking/QSFP28 1 unpopulated VIM slot MACsec capable includes 3 fan modules 2 unpopulated modular PSU slots. **OR EQUIVALENT**			
33	5520-48SE	ExtremeSwitching 5520 48 1000BASE-X SFP 2 stacking/QSFP28 1 unpopulated VIM slot MACsec capable includes 3 fan modules 2 unpopulated modular PSU slots. **OR EQUIVALENT**			
34	5530-24MWE-4YE	Extreme Switching 5530 24 100M/1/2.5/5GBASE-T 802.3bt (90W) ports, MACSEC-capable, 4 1/10/25 SFP28 ports, 2 Stacking/QSFP28 ports, includes fans, 2 unpopulated modular PSU slots **OR EQUIVALENT**			
35	5530-48MWE-4YE	Extreme Switching 5530 48 100M/1/2.5/5GBASE-T 802.3bt (90W) ports, MACSEC-capable, 4 1/10/25 SFP28 ports, 2 Stacking/QSFP28 ports, includes fans, 2 unpopulated modular PSU slots **OR EQUIVALENT**			
36	5530-12MXWE-32MWE-4YE	Extreme Switching 5530 12 100M/1/2.5/5/10GBASE-T 802.3bt (90W) ports, 32 100M/1/2.5/5GBASE-T 802.3bt (90W) ports, MACSEC-capable, 4 1/10/25 SFP28 ports, 2 Stacking/QSFP28 ports, includes fans, 2 unpopulated modular PSU slots **OR EQUIVALENT**			
37	5530-24MXWE-4YE	Extreme Switching 5530 24 100M/1/2.5/5/10GBASE-T 802.3bt (90W) ports, MACSEC-capable, 4 1/10/25 SFP28 ports, 2 Stacking/QSFP28 ports, includes fans, 2 unpopulated modular PSU slots **OR EQUIVALENT**			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
38	5530-12MXWE-12YE	Extreme Switching 5530 12 100M/1/2.5/5/10GBASE-T 802.3bt (90W) ports, MACSEC-capable, 12 1/10/25 SFP28 ports, 2 Stacking/QSFP28 ports, includes fans, 2 unpopulated modular PSU slots **OR EQUIVALENT**			
39	5530-20YE	Extreme Switching 5530 20 1/10/25 SFP28 MACSEC-capable, 2 Stacking/QSFP28 ports, fans included, 2 unpopulated modular power supplies **OR EQUIVALENT**			
40	5720-24MW	ExtremeSwitching 5720 24 100Mb/1Gb/2.5Gb/5Gb 802.3bt 90W PoE 2 stacking/QSFP28 1 unpopulated VIM slot MACsec capable includes fan modules 2 unpopulated modular PSU slots. **OR EQUIVALENT**			
41	5720-VIM-6YE	5720 Versatile Interface Module with 6 25GbE SFP28 ports, MACsec capable. **OR EQUIVALENT**			
42	5720-24MXW	ExtremeSwitching 5720 24 100Mb/1Gb/2.5Gb/5Gb/10Gb 802.3bt 90W PoE 2 stacking/QSFP28 1 unpopulated VIM slot MACsec capable includes fan modules 2 unpopulated modular PSU slots. **OR EQUIVALENT**			
43	XN-SSD-002-120	Optional Modular SSD 120GB supported on 5720 **OR EQUIVALENT**			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
44	XN-ACPWR-715W-FB	715 Watt AC PoE Power Supply Module - Front to Back airflow **OR EQUIVALENT**			
45	5720-VIM-2CE	5720 Versatile Interface Module with 2 100GbE QSFP28 ports, MACsec capable. **OR EQUIVALENT**			
46	5720-48MW	ExtremeSwitching 5720 48 100Mb/1Gb/2.5Gb/5Gb 802.3bt 90W PoE 2 stacking/QSFP28 1 unpopulated VIM slot MACsec capable includes fan modules 2 unpopulated modular PSU slots. **OR EQUIVALENT**			
47	5720-48MXW	ExtremeSwitching 5720 48 100Mb/1Gb/2.5Gb/5Gb/10Gb 802.3bt 90W PoE 2 stacking/QSFP28 1 unpopulated VIM slot MACsec capable includes fan modules 2 unpopulated modular PSU slots. **OR EQUIVALENT**			
48	7520-48XT-6C	Extreme 7520-48XT Switch with two empty power supply slots, six empty fan slots, Ships with one 4-post rack mount kit. Supports 48 x 1G/10G copper ports and 6 x 40G/100G fiber ports **OR EQUIVALENT**			
49	XN-FAN-001-F	Single Fan module Front to Back Airflow for VSP7400 SLX9150 SLX9250 X695 8520 and 8720 **OR EQUIVALENT**			
50	XN-ACPWR-800W-F	AC 800W PSU, Front to Back Airflow for use in 7520, 7720 **OR EQUIVALENT**			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
51	XN-2P-RKMT299	2-Post mounting ear NEBS earthquake kit for SLX9150/9250/9740-40C/ VSP7400/X695/8520/8720/8820-40C **OR EQUIVALENT**			
52	7520-48Y-8C	Extreme 7520-48Y Switch with two empty power supply slots, six empty fan slots, Ships with one 4-post rack mount kit. Supports 48 x 1G/10G/25G fiber ports and 8 x 40G/100G fiber ports **OR EQUIVALENT**			
53	XN-ACPWR-800W-R	AC 800W PSU, Back to Front Airflow for use in 7520, 7720 **OR EQUIVALENT**			
54	XN-FAN-001-R	Single Fan module Back to Front Airflow for VSP7400 SLX9150 SLX9250 X695 8520 and 8720 **OR EQUIVALENT**			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
55	7720-32C	Extreme 7720-32C Switch with two empty power supply slots, six empty fan slots, Ships with one 4-post rack mount kit. Supports 32 x 40G/100G fiber ports . **OR EQUIVALENT**			
56	5520-VIM-4YE	5520 Versatile Interface Module with four 25GbE SFP28 ports MACsec capable supported on ExtremeSwitching 5520 **OR EQUIVALENT**			
57	XN-WMKIT-002	Wall mount kit for ExtremeSwitching 5320 16 port compact switches **OR EQUIVALENT**			
58	XN-2P-RMKIT-011	Spare 1U height two post rack mount kit for ExtremeSwitching 5320 - 16 ports switch. Includes brackets for front or mid-mount of chassis in a two post rack. **OR EQUIVALENT**			
59	XN-2P-RMKIT-012	Two post rack mount kit for ExtremeSwitching 5320 16 port compact switches **OR EQUIVALENT**			
60	16804	8-port POE+ Gigabit w/ 4-port SFP Operating Temperature -40C - +75C **OR EQUIVALENT**			
61	16807	IS AC-DC Power Supply 240W Output DIN Rail - 25 - 70C **OR EQUIVALENT**			
62	16920	IS AC-DC Power Supply 480W Output DIN Rail - 25 - 70C **OR EQUIVALENT**			
63	XN-WMKIT-004	Optional 1 piece wall mount kit for ISW switches (168xx) with added ruggedization design for extreme vibration environment. **OR EQUIVALENT**			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
64	16803	4-port POE+ Gigabit, 2-port Gigabit w/ 2-port SFP Operating Temperature -40C - +75C **OR EQUIVALENT**			
65	ISW-4W-4WS-4X	12-Port ISW Industrial Ethernet Switch 4 10/100/1000BASE-T 90W PoE ports, 4 combo ports supporting either 4 10/100/1000BASE-T 90W PoE OR 4 1000BASE-X (SFP), plus 4 10GBASE-X SFP+ ports, Oper Temp -40C - +75C, dual DC power inputs, fanless **OR EQUIVALENT**			
66	ISW-AC-DC-PS-960W	ISW AC-DC Power Supply 960W Output DIN Rail – 30 - 70C **OR EQUIVALENT**			
67	ISW-24W-4X	28-Port ISW Industrial Ethernet Switch 24 10/100/1000BASE-T 90W PoE ports, plus 4 10GBASE-X SFP+ ports, 720W PoE, Operating Temp -40C - +75C, dual DC power inputs, fanless, 1RU **OR EQUIVALENT**			
68	7830-32CE-8DE-AC-F	Extreme 7830 switch with 32x(100G40G2x50G4x25G4x10G) and 8x(400G100G2x200G4x100G8x50G8x25G8x10G) MACsec capable ports front to back airflow Ships with two AC power supplies four fans and one 4-post rack mount kit OR EQUIVALENT			
69	10080	PWR CORD,NEMA,16A,NEMA 6-20P,C19,ST OR EQUIVALENT			
70	7830-32CE-8DE-AC-R	Extreme 7830 switch with 32x(100G40G2x50G4x25G4x10G) and 8x(400G100G2x200G4x100G8x50G8x25G8x10G) MACsec capable ports back to front airflow Ships with two AC power supplies four fans and one 4-post rack mount kit OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
71	7830-32CE-8DE	Extreme 7830 switch with 32x(100G40G2x50G4x25G4x10G) and 8x(400G100G2x200G4x100G8x50G8x25G8x10G) MACsec capable ports two empty power supply slots four empty fan slots Ships with one 4-post rack mount kit OR EQUIVALENT			
72	XN-FAN-007-FB	7830 Fan - Front to Back Airflow OR EQUIVALENT			
73	XN-ACPWR-2400W-FB	2400W AC Power Supply - Front to Back Airflow OR EQUIVALENT			
74	5520-VIM-4X	5520 Versatile Interface Module with four 10GbE SFP+ ports supported on ExtremeSwitching 5520 OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
75	XN-2P-RMKIT-005	Optional two post rack mount kit 5520 OR EQUIVALENT			
76	7830-VIM-16CE	Extreme 7830 Versatile Interface Module (VIM) with 16x(100G40G2x50G4x25G4x10G) MACsec capable QSFP+ ports OR EQUIVALENT			
77	7830-VIM-24YE	Extreme 7830 Versatile Interface Module (VIM) with 24x(25G10G) MACsec capable SFP28 ports OR EQUIVALENT			
78	7830-VIM-8DE	Extreme 7830 Versatile Interface Module (VIM) with 8x(400G100G2x200G4x100G8x50G8x25G8x10G) MACsec capable QSFP-DD ports OR EQUIVALENT			
79	7830-VIM-24CE	Extreme 7830 Versatile Interface Module (VIM) with 24x(100G50G25G10G) MACsec capable SFP-DD ports OR EQUIVALENT			
80	AP3060-WW	Outdoor Dual Radio Wi-Fi 7 (2X2:2): 2.4GHz, 5GHz, 6GHz, Multi-Rate Port, Internal antennas. Domain: World SKU OR EQUIVALENT			
81	AP5020-WW	Indoor Tri Radio Wi-Fi 7 AP, 2.4 GHz, 5GHz, 6GHz & Mulitrate Port, Internal antennas. TBar, Incl Mt (AH-ACC-BKT-AX-TB). Domain:World SKU OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
82	AP4020-WW	Indoor Quad Radio Wi-Fi 7 (2x2:2): 2.4GHz, 5GHz, 6GHz and dedicated sensor, Multi-Rate Port, internal antennas. T-Bar, Incl Mt (AH-ACC-BKT-AX-TB). Domain: World SKU OR EQUIVALENT			
83	AP5010-WW	Indoor Tri Radio WiFi 6E AP (4x44) 2.4 GHz 5GHz 6GHz Multirate Port Internal antennas. T-Bar Incl Mt (AH-ACC-BKT-AX-TB). Domain World SKU OR EQUIVALENT			
84	AP3000-WW	Indoor Dual Radio Wi-Fi 6E AP, 2.4 GHz and 5 GHz or 5GHz and 6GHz, Multirate Port, Internal antennas. BLE/Zigbee. Includes AH-ACC-BKT-AX-TB mounting bracket. Domain: World SKU OR EQUIVALENT			
85	AP3020W-WW	Indoor Dual Radio Wi-Fi 7 (2x2:2) Wallplate: 2.4 GHz and 5 GHz or 5GHz and 6GHz, Multi-rate Port, Internal antennas. Dual IoT Radio, Includes ACC-BKT-WP-AP3020W mounting bracket. Domain: World SKU OR EQUIVALENT			
86	AP3020-WW	Indoor Dual Radio Wi-Fi 7 (2x2:2): 2.4 GHz and 5 GHz or 5GHz and 6GHz or Dual 5 GHz or 2.4 GHz and 6 GHz, Multi-rate Port, Internal antennas. Dual IoT Radio, Includes AH-ACC-BKT-AX-TB mounting bracket. Domain: World SKU OR EQUIVALENT			
87	AP3020X-WW	Indoor Dual Radio Wi-Fi 7 AP, 2.4 GHz and 5 GHz or 5GHz and 6GHz OR Dual 5 GHz, Multi-rate Port, External antennas. IoT Radio, Includes AH-ACC-BKT-AX-TB mounting bracket. Domain: World SKU OR EQUIVALENT			
88	AP5022FX-WW	Indoor Quad Radio Wi-Fi 7 (4x4:4): 2.4 GHz, 5 GHz, 6 GHz & dedicated full time sensor, Dual IOT, Dual 5 GHz, Dual 6 GHz, Multi-Rate Port, Extended Temp, External antennas. T-Bar, Incl Mt (AH-ACC-BKT-AX-TB). Domain: World SKU OR EQUIVALENT			
89	AP5022S6D-WW	Indoor Quad Radio Wi-Fi 7 (4x4:4): 2.4 GHz, 5 GHz, 6 GHz & dedicated full time sensor, Dual IOT, Dual 5 GHz, Dual 6 GHz, Multi-Rate Port, Internal 60 Degree directional antennas. T-Bar, Incl Mt (AH-ACC-BKT-AX-TB). Domain: World SKU OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
90	AP5022-WW	Indoor Quad Radio Wi-Fi 7 (4x4:4): 2.4 GHz, 5 GHz, 6 GHz & dedicated full time sensor, Dual IOT, Dual 5 GHz, Dual 6 GHz, Multi-Rate Port, Internal antennas. T-Bar, Incl Mt (AH-ACC-BKT-AX-TB). Domain: World SKU OR EQUIVALENT			
91	AH-ACC-BKT-AX-TB	Mounting bracket for Prelude 15/16" and Suprafine 9/16" ceilings and walls (can be used for wall - .25"), supported on AP630, AP650, AP650X, AP305C, AP305CX, AP410C, AP510C, AP510CX OR EQUIVALENT			
92	ACC-BKT-AX-TBW	Mounting Bracket for 1.5 in wide extruded T-Bars with flat ceiling tiles OR EQUIVALENT			
93	ACC-BKT-AX-JB	Junction box or wall mounting for indoor access points (gang/junction box) OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
94	ACC-BKT-AX-BEAM	Beam mounting for indoor access points (up to 0.78" thick beam) OR EQUIVALENT			
95	AH-ACC-BKT-AX-IL	Mounting bracket for Interlude ceilings OR EQUIVALENT			
96	AH-ACC-BKT-AX-SL	Mounting bracket for Armstrong 1/8" and 1/4" main beam silhouette reveal ceiling grids (up to .33" ceiling tile protrusion) OR EQUIVALENT			
97	AH-ACC-BKT-AX-WL	Mounting bracket for direct-to-wall installations (can be used for wall - 1.25") OR EQUIVALENT			
98	AH-ACC-BKT-916-KIT	Mounting bracket for 9/16 in. wide T-bars with sculted ceiling tiles. OR EQUIVALENT			
99	ACC-BKT-MNT-FDX	Mounting Bundle AH-ACC-BKT-916-KIT (9/16 ceiling mount brackets for Non-Flat/Protruded ceiling tiles - use with AH-ACC-BKT-AX-TB)and ACC-BKT-TB-NF (Adaptor bracket AH-ACC-BKT-TB for 15/16 Wide T-Bars Non-Flat/Protruded ceiling tiles) OR EQUIVALENT			
100	ACC-BKT-AX-WP-EXT	Surface Mounted Wallplate Housing Extension OR EQUIVALENT			
101	PD-3501G-ENT	Single Port 802.3af Midspan Device OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
102	PD-9001GR-ENT	Single Port 802.3at Compliant Midspan OR EQUIVALENT			
103	37215	PWR12VDC, 2A, 2.5mm x 5.5mm connector OR EQUIVALENT			
104	37219	PWR12VDC, 3A, 2.5mm x 5.5mm connector, Global AC plugs included OR EQUIVALENT			
105	AP4060-WW	Outdoor Quad Radio Wi-Fi 7 (2x2:2): 2.4GHz, 5GHz, 6GHz and dedicated sensor, Multi-Rate Port, internal antennas. Domain: World SKU OR EQUIVALENT			
106	AP5050D-WW	Outdoor Internal Directional Antenna Tri Radio WiFi 6E AP (4x4:4), 2.4 GHz, 5GHz, 6GHz & Multirate Port, Directional Antennas: software selectable: 30° or 70° . Mounting sold separately. Domain: World Sku OR EQUIVALENT			
107	AP5050U-WW	Outdoor Tri Radio WiFi 6E AP (4x4:4) , 2.4 GHz, 5GHz, 6GHz & Multirate Port, Internal Omni antennas. Mounting sold separately, Domain: World Sku OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
108	AP4060X-WW	Outdoor Quad Radio Wi-Fi 7 (2x2:2): 2.4GHz, 5GHz, 6GHz and dedicated sensor, Multi-Rate, External antennas, Domain: World SKU OR EQUIVALENT			
109	AP5060D-WW	Weatherized Quad Radio Wi-Fi 7 (4x4:4): 2.4 GHz, 5 GHz, 6 GHz & dedicated full time sensor, Dual IOT, Dual 5 GHz, Dual 6 GHz, Multi-Rate Port, Directional Antennas: 20 or 70 degrees. Mounting sold separately. Domain: World Sku OR EQUIVALENT			
110	AP5060U-WW	Weatherized Quad Radio Wi-Fi 7 (4x4:4): 2.4 GHz, 5 GHz, 6 GHz & dedicated full time sensor, Dual IOT, Dual 5 GHz, Dual 6 GHz, Multi-Rate Port, Internal antennas. Mounting sold separately. Domain: World Sku OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
111	AH-ACC-BKT-ASM	Outdoor AP stainless steel wall bracket assembly OR EQUIVALENT			
112	ACC-MBO-KT-AX	Adaptor bracket for Outdoor AP460xxxC for tilting brackets and variable extension lengths (7", 8.5", or 10") OR EQUIVALENT			
113	AH-ACC-STRP-MRN	Outdoor Access Point stainless steel strap for 3 inches to 7 inches diameter pole OR EQUIVALENT			
114	MBO-ART03	MBO-ART03 2-axis articulating mounting bracket (+/- 80 deg tilt, 10 deg increments). 3 position extension arm (7.0, 8.5, 10.0 inches). Must be used with ACC-MBO-KT-AX OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
115	KT-147407-02	Outdoor Mounting Hardware Kit for Outdoor AP's- Stainless Steel for harsh environments. OR EQUIVALENT			
116	KT-150173-01	Outdoor AP 12-inch ext. arm for mounting kit OR EQUIVALENT			
117	ACC-WIFI-MICRO-USB	Micro-USB to USB Console Adapter Cable for Extreme Wireless Access Points OR EQUIVALENT			
118	ACC-CAT6-LAN-GSKT	Outdoor AP CAT6 Gasket enables cable diameter range from 6mm to 9.2mm (Pack of 10 Gaskets) OR EQUIVALENT			
119	PD-9001GO-ENT	Outdoor 802.3at PoE Single Port Midspan OR EQUIVALENT			
120	AI-TS06360	3.5dBi (2.4 GHz) and 5.5dBi (5 and 6 GHz) Indoor Dipole Tri-band with RP-SMA connector OR EQUIVALENT			
121	AI-TP05360	5dBi Indoor Omni Ceiling antenna with 4 Tri-band and 1 IoT 1 meter RP-SMA cables. OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
122	AIO-DQ15021-RPSMA	15 dBi Indoor/Outdoor Sector 21 Deg, 36 inch cable, RPSMA OR EQUIVALENT			
123	AIO-HQ17020	17dBi (5 and 6 GHz) Indoor Quad Directional 20 Degree with detachable 1 meter 4-port RP-SMA cable. Mount included. OR EQUIVALENT			
124	AI-TQ06120	6dBi Indoor Quad Sector 120 Degree Tri-band with 4 port RP-SMA OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
125	AI-TQ08055	8dBi Indoor Quad Sector 2.4GHz 65 Degrees and 5GHz 55 Degrees Tri-band with 4 port RP-SMA OR EQUIVALENT			
126	10065	10/100/1000BASE-T SFP module, CAT5 cable 100m link, RJ45-connector for Giga Bit Ethernet SFP Port. OR EQUIVALENT			
127	10051H	1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
128	10052H	1000BASE-LX SFP, MMF 220 & 550 meters, SMF 10km, LC connector, Industrial Temp OR EQUIVALENT			
129	10301	10 Gigabit Ethernet SFP+ module, 850nm, MMF 26-300m link, LC connector OR EQUIVALENT			
130	10338	10Gb SFP+, 10GBASE-T RJ45, 30m with Cat6a OR EQUIVALENT			
131	10302	10 Gigabit Ethernet SFP+ module, 1310nm, SMF 10km link, LC connector OR EQUIVALENT			
132	10309	10 Gigabit Ethernet SFP+ module, 1550nm, SMF 40km link, LC connector OR EQUIVALENT			
133	10310	10 Gigabit Ethernet SFP+ module, 1550nm, SMF 80km, LC connector OR EQUIVALENT			
134	25/10G-SR-SFP100M	25G/10G SR SFP28 100M MM LC OR EQUIVALENT			
135	25/10G-LR-SFP10KM	25G/10G LR DUAL RATE SFP28 10KM LC SINGLE MODE MSA ESPT251LR1LCL1DR OR EQUIVALENT			
136	10502	25Gb SR Lite-FEC 50m OM3 / 70m OM4 / RS-FEC 70m OM3 / 100m OM4 MMF LC OR EQUIVALENT			
137	25G-SR-SFP100M	25G SR SFP28 100m LC connector Multi-Mode MSA P/N ESPT251SR1UCL100. OR EQUIVALENT			
138	25G-LR-SFP10KM	25G LR SFP28 10km LC connector Single-Mode MSA P/N ESPT251LR1LCL100. OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
139	25G-ER-SFP40KM	25G ER SFP28 40km LC connector Single-Mode MSA P/N ESPT251ER1ECL100. OR EQUIVALENT			
140	10503	25G SFP28 ESR 300m MMF Transceiver OR EQUIVALENT			
141	25G-DACP-SFP1M	25G Passive DAC SFP28 1m MSA P/N ESPC25PC010C0100. OR EQUIVALENT			
142	25G-DACP-SFP3M	25G Passive DAC SFP28 3m MSA P/N ESPC25PC030C0100. OR EQUIVALENT			
143	25G-DACP-SFPZ5M	25G PASSIVE DAC SFP28 0.5M OR EQUIVALENT			
144	10522	25Gb SFP28-SFP28 Passive Copper Direct Attach Cable 5m OR EQUIVALENT			
145	10304	10 Gigabit Ethernet SFP+ passive cable assembly, 1m length. OR EQUIVALENT			
146	10305	10 Gigabit Ethernet SFP+ passive cable assembly, 3m length. OR EQUIVALENT			
147	10306	10 Gigabit Ethernet SFP+ passive cable assembly, 5m length. OR EQUIVALENT			
148	10307	10 Gigabit Ethernet SFP+ passive cable assembly, 10m length. OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
148	10307	10 Gigabit Ethernet SFP+ passive cable assembly, 10m length. OR EQUIVALENT			
149	10G-AOC-SFP7M	10G AOC SFP+ 7m OR EQUIVALENT			
150	10G-AOC-SFP10M	10G AOC SFP+ 10m OR EQUIVALENT			
151	40G-AOC-QSFP10M	40G AOC QSFP+ 10m MSA P/N EQPC40A0100C0100. OR EQUIVALENT			
152	40G-AOC-QSFP20M	40G AOC QSFP+ 20m MSA P/N EQPC40A0200C0100. OR EQUIVALENT			
153	40G-AOC-QSFP3M	40G AOC QSFP+ 3m MSA P/N EQPC40A0030C0100. OR EQUIVALENT			
154	40G-AOC-QSFP4SFP10M	40G AOC QSFP+ to 4xSFP+ Breakout 10m MSA P/N EQPC40A0100C01X4. OR EQUIVALENT			
155	40G-AOC-QSFP5M	40G AOC QSFP+ 5m MSA P/N EQPC40A0050C0100. OR EQUIVALENT			
156	40G-DACP-QSFP1M	40G Passive DAC QSFP+ 1m MSA P/N EQPC40PC010C0100. OR EQUIVALENT			
157	40G-DACP-QSFP3M	40G Passive DAC QSFP+ 3m MSA P/N EQPC40PC030C0100. OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
158	40G-DACP-QSFP5M	40G Passive DAC QSFP+ 5m MSA P/N EQPC40PC050C0100. OR EQUIVALENT			
159	40G-DACP-QSFPZ5M	40G Passive DAC QSFP+ 0.5m MSA P/N EQPC40PCZ50C0100. OR EQUIVALENT			
160	100G-DACP-QSFP1M	100G Passive DAC QSFP28 1m MSA P/N EQPC1HPC010C0100. OR EQUIVALENT			
161	100G-DACP-QSFP3M	100G Passive DAC QSFP28 3m MSA P/N EQPC1HPC030C0100. OR EQUIVALENT			
162	100G-DACP-QSFP5M	100G Passive DAC QSFP28 5m MSA P/N EQPC1HPC050C0100. OR EQUIVALENT			
163	100G-DACP-QSFPZ5M	100G Passive DAC QSFP28 0.5M OR EQUIVALENT			
164	100G-4WDM-QSFP40KM	100G 4WDM-40 QSFP28 40km OR EQUIVALENT			
165	100G-ER4LT-QSFP40KM	100G ER4lite QSFP28 30km (w/o FEC) 40km (w/ FEC) LC connector SingleMode MSA P/N EQPT1H4ER4ECL1LT. OR EQUIVALENT			
166	10GB-BX40-D	10G BX - BiDi SFP+ 40km TX 1270nm OR EQUIVALENT			
167	10GB-BX40-U	10G BX - BiDi SFP+ 40km TX 1330nm OR EQUIVALENT			
168	AA1404003-E6	40G ER4 QSFP+ 40km OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
169	USK12-STD-B-S-C-EW	Extreme Platform ONE Standard Networking for Tier B includes ExtremeWorks Right-to-Use Subscription and TAC OS for one Tier B device per year (US K-12) OR EQUIVALENT			
170	USK12-STD-C-S-C-EW	Extreme Platform ONE Standard Networking for Tier C includes ExtremeWorks Right-to-Use Subscription and TAC OS for one Tier C device per year (US K-12) OR EQUIVALENT			
171	USK12-STD-D-S-C-EW	Extreme Platform ONE Standard Networking for Tier D includes ExtremeWorks Right-to-Use Subscription and TAC OS for one Tier D device per year (US K-12) OR EQUIVALENT			
172	5000-MACSEC-LIC-P	Perpetual MACsec license for the 5000 Series switches OR EQUIVALENT			
173	5000-PRMR-LIC-P	Perpetual Premier License for 5000 Series switches OR EQUIVALENT			
174	7000-MACSEC-LIC-P	Perpetual MACsec License for Extreme 7000 series OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
175	7000-PRMR-LIC-P	Extreme 7000 Premier Feature License (Includes Integrated Application Hosting) OR EQUIVALENT			
176	XIQ-NAC-S-1K-EW	ExtremeNAC SW subscription for 1000 end-systems for 1 Year ExtremeWorks [Term: 1 Year] OR EQUIVALENT			
177	XIQ-NAC-S-10K-EW	ExtremeNAC SW subscription for 10000 end-systems for 1 Year ExtremeWorks [Term: 1 Year] OR EQUIVALENT			
178	EP1-SEC-S-C-1K-EW	Extreme Platform ONE Secure Subscription with EW Support for 1,000 endpoints per year OR EQUIVALENT			

Item#	Part Number	Description	Equivalent Make / Mode	Unit Price	E-Rate Eligibility %
179	EP1-SEC-S-C-10K-EW	Extreme Platform ONE Secure Subscription with EW Support for 10,000 endpoints per year OR EQUIVALENT			
180	97000-5000-MACSEC-LIC	TAC OS 5000-MACSEC-LIC OR EQUIVALENT			
181	97000-5000-PRMR-LIC	TAC OS 5000-PRMR-LIC OR EQUIVALENT			
182	97000-7000-MACSEC-LIC-P	EW TAC & OS 7000-MACSEC-LIC-P OR EQUIVALENT			
183	97000-7000-PRMR-LIC-P	EW TAC OS 7000-PRMR-LIC-P OR EQUIVALENT			

Total: $_____

NOTE: Please indicate any items which are ineligible for E-Rate Funding

ATTACHMENT C

OFFICE OF ECONOMIC OPPORTUNITY PROPOSED SCHEDULE OF PARTICIPATION

NOTICE OF NONDISCRIMINATION

The Duval County Public Schools (DCPS) encourages a maximum participation of Small Business Enterprises (SBEs) and Micro Business Enterprises, in its contract awards, based upon availability. The Board ensures that Duval County Public Schools and private companies doing business with the DCPS do not discriminate in the awarding of DCPS contracts for construction, procurement of goods and services and professional services on the based on race, color, sex, or national origin.

SMALL BUSINESS ENTERPRISE PROGRAM

It is the policy of the Duval County Public Schools, as defined in subchapter 7.72 of the Duval County School Board policy, to ensure the equitable participation of Small Business Enterprises (SBEs) and Micro Business Enterprises, in providing services to the Board under this contract.

This contract will be administered under the **PARTICIPATION METHOD**; in this regard, the proposer shall take all necessary and reasonable steps to ensure that certified SBEs and MBEs have an equitable opportunity to compete and perform on this contract. Only firms certified by DCPS's Office of Economic Opportunity (OEO) may be counted towards the proposer's goal achievement. For a listing of certified SBEs and MBEs, proposers may contact:

AA. Duval County Public Schools, Office of Economic Opportunity at
(904) 858-4860 or visit https://pub1.duvalschools.org/oeo-dir/

Please be advised that the awarded contractor will be responsible for submitting a quarterly OEO utilization report or a quarterly "Good Faith Efforts" statement to the Office of Economic Opportunity.

I declare that I have read the forgoing conditions, and instructions as revealed in the OEO requirements, and will comply herein.

Name of Firm:_____

Signature:_____ Title:_____

Print Name:_____ Date:_____

Program Contact:_____ Phone: _____

E-Mail: _____

Submit this form with your proposal.

ATTACHMENT D

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with proposal and/or bid response ("Proposal') in response to this Solicitation ("RFP/RFB/RFQ").

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

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate. Even after award of Agreement(s) and/or E-Rate funding approval is approved, the Applicant may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the Applicant.

2) SERVICE PROVIDER REQUIREMENTS

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

a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered as a result of this RFP/RFB/RFQ.

b. Service Providers are responsible for providing a valid Service Provider Identification Number ("SPIN"). More information about obtaining a SPIN may be found at this website: https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number ("FRN") at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-Rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

e. Products and services must be delivered before billing and E-Rate discounting can commence. At no time may the Service Provider invoice before July 1, 2027.

f. Prices must be held firm for the duration of the associated E-Rate Funding Year(s) or until all work associated with the project is complete (including any Agreement and USAC-approved extensions).

g. Goods and services provided shall be clearly designated as "E-Rate Eligible." Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per USAC guidelines.

h. **For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs "Bulk Upload Template" (formerly known as the Item 21 attachment) located at https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider's proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.**

i. In the event of questions during an E-Rate pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an "Invoice Check" with the USAC: https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/.

k. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/.

l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See https://www.usac.org/about/reports-orders/supply-chain/. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See https://www.fcc.gov/supplychain.

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders,

tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ may be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval except for a Global Service Substitutions. See https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: https://www.usac.org/about/reports-orders/supply-chain/.

e. This offer is in full compliance with USAC's Free Services Advisory https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

Category 1 Services

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-Rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2027 funding year (July 1, 2027). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

Early Funding Conditions

Category 1

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

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority/ Category 1 services (telecommunications services and Internet access). https://docs.fcc.gov/public/attachments/DA-02-3365A1_Rcd.pdf

The complete text can be found at the following URL: https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/

Category 2

There are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.

- *Applicants may seek support for Category 2 eligible services purchased on or after April 1, three months prior to the start of the funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). https://www.fcc.gov/document/fcc-releases-e-rate-modernization-order

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number ("FRN") and associated FRN Line Items and any identified ineligible costs. Upon successful

receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

c. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share.

6) FCC/USAC AUDITS

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

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure additional or like goods and/or services offered by the Service Provider. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the Applicant's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The Applicant shall not enter into a separate Agreement for said goods or services. Service Providers must state in their proposal that they acknowledge, accept and agree with coterminous expiration conditions.

8) TARIFFS

In anticipation of the possible tariff imposed on imported products, Applicant expects that the Service Provider will familiarize themselves with the impact that any unknown tariff(s) on manufacturer's products are appropriately accounted for in the respondent's fee proposal. The Applicant presumes a tariff will be imposed on any manufacturer's networking equipment manufactured abroad and will be applicable at the time of purchase throughout the term of any agreement resulting from this solicitation (including and mutually agreed upon extensions).
THE SERVICE PROVIDER IS TO IDENTIFY ANY TARIFFS WHEN COMPLETING ANY PRICING ATTACHMENTS AS PART OF THIS SOLICITATION AND IDENTIFY THE PRODUCTS' COUNTRY(IES) OF ORIGIN.

It is also the expectation of the Applicant that the presumed tariff should be LESS than what is

identified or if it is not ultimately imposed upon the manufacturer's product, the cost saving will be passed along to the Applicant and, in turn, the FCC's E-Rate program. It should also be presumed by respondents that should any tariff imposed upon a particular manufacturer's product be higher than what was identified in the Service Provider's proposal at the time of purchase, the Applicant will appropriately compensate the service provider for the full cost incurred at the time of purchase without regard to E-Rate eligible invoices.

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

Signature: _____Title: _____

Phone Number: _____ Email: _____

Service Provider Name: _____

Service Provider FCC Registration Number: _____

Service Provider Identification Number: _____

ATTACHMENT D

ATTACHMENT E

REFERENCE FORM

Each Bidder is required to submit a list of three (3) references using this format, in order to verify satisfactory performance. The Bidder must be the prime contractor for each customer/contract referenced. All references shall be for work performed over the last three (3) years at K-12 educational institutions for contracts of comparable size of 30 or more sites. **Bids received without references may be considered non-responsive.**

Name of Firm:_____ Contact Person:_____

Contact E-Mail: _____ Contact Phone #_____

Dates of Contract: _____

Brief description of responsibilities and types of network electronics: _____

_____

Name of Firm:_____ Contact Person:_____

Contact E-Mail: _____ Contact Phone #_____

Dates of Contract: _____

Brief description of responsibilities and types of network electronics: _____

_____

Name of Firm:_____ Contact Person:_____

Contact E-Mail: _____ Contact Phone #_____

Dates of Contract: _____

Brief description of responsibilities and types of network electronics: _____

_____

ATTACHMENT F

WARRANTY INFORMATION

All blanks should be filled in and submitted with proposal.

MAKE AND MODEL OF EQUIPMENT PROPOSED:

Warranty period indicated must equal warranty conditions stated in Special Conditions
(See Special Condition #19)

Parts Warranty Period:_____

Who will provide the parts warranty service, both parts and labor, for this contract?

Company Name:_____

Address:_____

Contact Person/Dept.:_____

Phone # _____ Fax # _____

Who is highest authority (Manufacturer, Distributor, Dealer, etc.) fully behind this parts warranty?

Company Name:_____

Address:_____

Labor Warranty Period:_____

Who will provide the labor warranty service, both parts and labor, for this contract?

Company Name:_____

Address:_____

Contact Person/Dept.:_____

Phone # _____ Fax # _____

Who is highest authority (Manufacturer, Distributor, Dealer, etc.) fully behind this labor warranty?

Company Name:_____

Address:_____

Copy of complete warranty statement is submitted herewith. Yes or No (circle one)

NAME OF BIDDER:_____

Authorized Representative:_____

Signature:_____

NETWORK ELECTRONICS RFP
MEMBER EVALUATION WORKSHEET

Evaluation Criteria	Reference to Proposal Evaluation Criteria	Comments	Total Points
A. Price of the eligible Products and services Provide your assessment of the proposer's response to the following evaluation criterion elements: • All criterion elements as described in Proposal Format and Evaluation Criteria (8.0) of the RFP.	**(Total points 35)** **General Guidelines** 35 = Far Exceeds 30 = Exceeds 17.5 = Meets 0 = Unacceptable 0 = Not Provided		
B. References Provide your assessment of the proposer's response to the following evaluation criterion elements: • All criterion elements as described in Proposal Format and Evaluation Criteria (8.0)	**(Total points 5)** **General Guidelines** 5 = Far Exceeds 4 = Exceeds 2.5 = Meets 0 = Unacceptable 0 = Not Provided		
C. Experience Provide your assessment of the proposer's response to the following evaluation criterion elements: • All criterion elements as described in Proposal Format and Evaluation Criteria (8.0) of the RFP.	**(Total points 30)** **General Guidelines** 30 = Far Exceeds 25 = Exceeds 15 = Meets 0 = Unacceptable 0 = Not Provided		
D. Price of ineligible products and services • All criterion elements as described in Proposal Format and Evaluation Criteria (8.0) of the RFP	**(Total points 5)** **General Guidelines** 5 = Far Exceeds 3 = Exceeds 2.5 = Meets 0 = Unacceptable 0 = Not Provided		

Committee Member Printed Name

Date

Committee Member Signature

Respondent

ATTACHMENT D

Evaluation Criteria	Reference to Proposal Evaluation Criteria	Comments	Total Points
E. Value to the District Provide your assessment of the proposer's response to the following evaluation criterion elements: • All criterion elements as described in Proposal Format and Evaluation Criteria (8.0) of the RFP.	**(Total points 25)** **General Guidelines** 25 = Far Exceeds 20 = Exceeds 12.5 = Meets 0 = Unacceptable 0 = Not Provided		

Committee Member Printed Name Date

Committee Member Signature Respondent

EXHIBIT 2
COMPOSITE FEDERAL FORMS

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (the "District") and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

---

1. The Contractor agrees to allow reasonable access by the District, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow the District to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to the District a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to the District a non-collusion affidavit
7. The Contractor agrees to properly complete and submit to the District a federal drug free workplace certification form.
8. The Contractor agrees the District may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the District may seek remedies for damages, if applicable.
9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

Contractor: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

EXHIBIT 2
COMPOSITE FEDERAL FORMS

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed 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) Given 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), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction

5) Imposed a sanction on, or required 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. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_____
Contractor's SIGNATURE/DATE

_____
NAME/TITLE

Name of Company: _____

EXHIBIT 2
COMPOSITE FEDERAL FORMS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

_____
Contractor's SIGNATURE

_____
NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: _____

EXHIBIT 2
COMPOSITE FEDERAL FORMS

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary offer” as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

EXHIBIT 2
COMPOSITE FEDERAL FORMS

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the _____ of _____ , a _____ , and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, 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) _____, 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 _____, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

_____

(Signature) (Date)

EXHIBIT 2
COMPOSITE FEDERAL FORMS

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Before me, the undersigned authority, personally appeared (**Name of affiant**) _____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (**Title**) _____of (**Business Name**) _____which does business in the State of Florida, hereinafter called the "Bidder/Proposer."

2. Bidder/Proposer, pursuant to Section 287.138, Florida Statues, Bidder/Proposer certifies that (1) Bidder/Proposer is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Bidder/Proposer, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Bidder/Proposer is not organized under the laws of or has its principal place of business in a foreign country of concern.

3. This Affidavit is executed by the Bidder/Proposer accordance with Section 287.138, Florida Statutes, for the purposes of preventing contracts with foreign entities of concern which would provide access to an individual's personal identifying information.

4. Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signature of Affiant: _____

Printed Name: _____

Firm Name: _____

Title: _____

Date: _____

STATE OF _____ COUNTY OF _____ Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is ☐ personally known to me or ☐ has produced identification (type):_____.

_____
(Notary Signature)

(SEAL)

EXHIBIT 2
COMPOSITE FEDERAL FORMS

COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS AFFIDAVIT
Section 787.06, Florida Statutes
Contract, contract renewals and contract extensions

Before me the undersigned authority, personally appeared (**Name of Affiant**) _____, whom after being duly sworn, deposes and states:

1. My name is _____ and I am over the age of 18 years of age and I have personal knowledge of the matters set forth herein.

2. I am a corporate officer or other authorized person with _____, a non-governmental entity. I assert and acknowledge that I have legal authorization to contractually bind the non-governmental entity.

3. The non-governmental entity does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Laws Affidavit and that the facts stated in it are true.

Signature of Affiant: _____

Printed Name: _____

Firm Name: _____

Title: _____

Date: _____

STATE OF _____ COUNTY OF _____ Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is ☐ personally known to me or ☐ has produced identification (type):_____.

_____
(Notary Signature)

(SEAL)