Polk County Public Schools 1915 South Floral Avenue PO Box 391 Bartow, Florida 33831-0391 (863) 534-0576	POLK COUNTY PUBLIC SCHOOLS	**INVITATION TO BID** www.polkschoolsfl.com Issue Date: 11/10/2026
Contact Person: Denise Whitaker Senior Manager, Competitive Solicitations denise.whitaker@polk-fl.net		
Bid Title: Network Infrastructure Equipment and Software E-Rate		Bid Number: 012-DW-0127
Due Date, Time: 12/18/2026, 03:00 PM		**BIDS RECEIVED AFTER DUE DATE, TIME WILL NOT BE CONSIDERED.**
Pre-Bid Meeting: N/A		

THE BIDDER ACKNOWLEDGMENT BELOW MUST BE COMPLETED, SIGNED and RETURNED WITH YOUR BID RESPONSE IN ORDER FOR YOUR BID TO BE ACCEPTED. We will accept either signed PDF documents electronically uploaded at www.myvendorlink.com, or digital signatures on documents electronically uploaded at www.myvendorlink.com.

BIDDER ACKNOWLEDGMENT

LEGAL COMPANY NAME (BIDDER) _____ FEID NUMBER _____

MAILING ADDRESS _____ TELEPHONE NUMBER (Toll Free if available) _____ ext. _____

CITY, STATE, ZIP _____ FAX NUMBER _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS _____

The undersigned, having carefully examined the "Invitation to Bid" with any attached "Special Terms and Conditions" and addenda (if applicable) agrees to abide by all conditions of the bid and offers to furnish the items or services as set forth. I further certify that I am authorized to sign this bid.

Signature of Authorized Representative (Manual) _____ **Name of Authorized Representative (Typed or Printed)** _____

Title _____ **E-Mail Address of Authorized Representative** _____

GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

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

1. **ELECTRONIC BID SUBMISSION:** *All bid submissions must be transmitted electronically through VendorLink at www.myvendorlink.com.* It is the sole responsibility of the bidder to ensure that their bid response is submitted through VendorLink no later than the time and date indicated on the Invitation to Bid/Bidder Acknowledgement Form or as amended in the form of an addendum issued by the Purchasing Department. The bidder is responsible for allowing adequate time to upload their submittal on VendorLink. If technical difficulties arise during submission of the bid response, it is the bidder's responsibility to contact VendorLink technical support at support@evendorlink.com. Polk County Public Schools shall not be responsible for delays caused in any occurrence. Submittals sent by mail, facsimile, electronic mail, telephone or any other means not specified herein will not be accepted. Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), .pdf or .ZIP file formats. Printing must be enabled on all files submitted.

2. **DEFINITIONS:** For the purpose of this Invitation to Bid, the term "Bidder", "Contractor", "Respondent" and "Vendor" shall be considered synonymous.

3. **PUBLIC RECORD:** All responses to this sealed bid are subject to release as public records consistent with Chapter 119 Florida Statutes. Only names of respondents will be provided at bid opening. Pricing and other contents of bid responses will be disclosed as noted in Section 119.071(1) (b), F.S. and Section 286.0113, F.S.

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

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

4. **POSTING OF NOTICE OF RECOMMENDED BID AWARDS:** Recommended award of this bid will be posted at www.myvendorlink.com for a period of at least 72 hours. See the "Anticipated Schedule of Events" section of the Special Terms and Conditions for specific information. Bid files and tabulations may be examined during normal working hours.

5. **BASIS FOR AWARD:** Bidders whose bids, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible.

6. **PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions. The School Board is

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

7. ADJUSTMENTS TO CONTRACT TERMS & CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE:
Ninety days after start of the contract, the District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

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

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

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

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

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

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

8. DELIVERY: Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number and product item number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the Bidder is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow deliveries, call Warehouse Receiving at (863) 534-0910. . For Winter Haven warehouse deliveries, call 863-291-5292. Truck drivers will be required to assist in unloading.

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

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

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

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

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

14. **ACCEPTANCE OR REJECTION:** The right to accept or reject any bids or individual items in the bids and to waive irregularities in bids is reserved by the Board.

15. **DETERMINATION OF BID AWARD BASIS:** Unless otherwise noted, bid awards may be made on either a composite or a line item basis.

16. **MISTAKES:** In case of mathematical errors, the Bidder's unit price shall be considered the bid price. It is the Bidder's responsibility to understand the terms, conditions, and specifications of the bid. Failure to do so will be at the Bidder's risk.

17. **PLACING AND ACCEPTANCE OF ORDERS:** The award of this bid does not constitute an order. Before delivery is made the Bidder must receive a duly executed purchase order or contract. Acceptance by the Bidder is assumed upon issue by the Board of a duly executed purchase order or contract. Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Bidder until acceptance by the Board.

18. **ASSIGNMENT:** No assignment of an order or monies to be derived therefrom is acceptable without the prior written approval of the Board.

19. **INVOICES AND PAYMENT FROM PURCHASE ORDERS**: All invoices must be submitted to the Board with each purchase order being invoiced separately. The District purchase order number should appear on all invoices. Payment will only be made after the commodity or service has been received, accepted and accurately invoiced.

20. **STANDARDS OF CONDUCT:** The contractor shall at all times enforce strict discipline, good order, proper dress and appearance among employees and shall employ skilled personnel for the assigned work. No person shall be allowed to bring alcoholic beverages, controlled substances, firearms, or dogs to the site. Smoking on school premises is not permitted.

21. **PERFORMANCE:** If the Bidder refuses or is unable to make delivery within a reasonable time, the Board may hold the Bidder responsible for any damages or costs incurred by the Bidder's actions. The Board may withhold payments pending satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.

22. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.

23. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidder's firm or branches.

24. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS, TERMS AND CONDITIONS shall have precedence.

25. **ADDENDUM:** Any changes in this Invitation to Bid shall be in the form of a written addendum by the Purchasing Director (or designee). No other person shall be authorized to make changes verbally or in writing. Any such addenda will be posted at www.myvendorlink.com. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum or Addendum Acknowledgement Form shall be returned with this bid response by the bidder, if applicable.

26. **REQUESTS FOR BID INFORMATION & RELATED DATA:** Requests for information relating to bids in process should be directed to the individual listed on page 1 of this bid document. Requests will be addressed without delay when such information has a *material* effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature within (48) hours from receipt of a request.
Visit www.myvendorlink.com to obtain:

- A copy of a bid packet for a contract or project currently out for bid
- A copy of any addenda issued to current bids in process
- General information regarding the Purchasing Department may be found on the Purchasing Department's website at https://www.polkschoolsfl.com/cms/one.aspx?portalId=3007402&pageId=3314109.

27. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement.

28. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest procedure as outlined in Policy #6326 of the School Board of Polk County. A copy of the procedure is posted online at https://go.boarddocs.com/fl/polk/Board.nsf/Public?open&id=policies and is permanently posted at the

administrative offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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

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

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

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

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

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

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

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

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

36. **COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit https://www.polkschoolsfl.com/cms/one.aspx?portalId=3007402&pageId=3313519 for a list of links to requirements regarding the Jessica Lunsford Act.

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

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

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

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

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

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

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

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

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

41. **CONE OF SILENCE:** A cone of silence is hereby established for all competitive selection processes including Invitations to Bid (ITB), Requests for Proposal (RFP) and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract

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

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

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

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

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

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

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

E. Access to Records (2 CFR Part 200.336): All vendors, contractors and subcontractors shall give access to the School Board of Polk County, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcripts.

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

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

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

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

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

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

J. Anti-Lobbying Certification (2 CFR Part 220.326(J): Certification regarding use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C.

1352. Applies to contractors that apply or bid for an award of $100,000 or more.

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

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

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

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

M. Domestic preferences for procurements (2 CFR §200.322): As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
(b) For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

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

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

Special Terms and Conditions

A. Scope: The School Board of Polk County, Florida ("District") is soliciting competitive bids from qualified vendors for the provision of materials and services as outlined in this document. The award of bid is contingent upon approval of the district's request for E-Rate funds and district funds.

B. Anticipated Schedule of Events (Subject to change as conditions may dictate)

Activity	Date
Solicitation Issue Date	11/10/2026
Deadline for receipt of questions at www.myvendorlink.com	11/17/2026,03:00 PM
Release of responses to questions, on or about	11/19/2026
Deadline for electronic receipt of bids at www.myvendorlink.com	12/18/2026, 03:00 PM
Bid Opening	12/18/2026, 03:00 PM
Post Bid Tab and Notice of Recommended Bid Award at www.myvendorlink.com (on or about)	01/04/2027
Approval of Recommendation of Award (on or about)	01/26/2027

Bid Opening occurs at the District Office at 1915 S. Floral Avenue, Bartow, Florida 33830. Only names of respondents will be provided at bid opening. Pricing and other contents of bid responses will be disclosed as noted in Section 119.071(1)(b), F.S. and Section 286.0113, F.S. Individuals interested in attending, must register in person, present a photo id, and will be issued a district badge. For ADA assistance, contact the Office of Equity and Compliance, 863-534-0781 at least 3 business days before the meeting.

If the time allotted to make the selection of contractors as stated above proves to be insufficient, the posting of the Notice of Recommended Bid Award and the Superintendent (or Board) approval date could both change. It is the vendor's responsibility to continue to monitor www.myvendorlink.com or contact the purchasing department for more specific information as to when the notice will be posted.

C. Time: All times stated in this document shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Polk County, Florida. The normal office hours for the District are from 8:00 AM to 5:00 PM, Monday through Friday, except Board holidays

D. Clarification, Interpretation, Additional Information: Written questions concerning clarification, interpretation, or additional information must be submitted to the same website where this document is posted at www.myvendorlink.com. All written questions must be received at www.myvendorlink.com no later than the deadline for receipt of questions in the Anticipated Schedule of Events section of this document. It is the sole responsibility of the bidder, at its own risk, to ensure that written questions are received no later than the deadline indicated above. Telephone inquiries will not be accepted.

E. Official Responses: Responses to questions received by the deadline shall be posted to the same website where this bid is posted at www.myvendorlink.com and in the EPC Portal. Any changes in this invitation to bid shall be in the form of a written addendum by the Purchasing Director (or designee). Reference General Terms and Conditions, section 25, Addendum. No verbal responses will be given. No oral interpretation will be made to anyone as to the meaning of the solicitation. Any oral communication will be considered unofficial and non-binding on the District.

F. Restrictions on Contacting the District: Pursuant to School Board Policy 6324, upon the issuance of this Invitation to Bid, all contact with the District must be made through the designated contact person listed in page 1 of this Invitation to Bid. Potential vendors, service providers, bidders, lobbyists or consultants must limit communication with the designated contact to the means specified in this Invitation to Bid. Other District employees and representatives of the District are instructed not to answer questions regarding the bid or otherwise discuss the

contents of the bid with potential bidders or their representatives. Any contacts made with other District employees or representatives of the District (including school principals, Board members or member-elects) will be reported to the Purchasing Department. Potential Bidders shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of the District or representative of the District in connection with this competitive procurement. Violation of this policy by a particular bidder, proposer, respondent and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent and/or representative's bid, proposal or offer and may render any contract award to said bidder, proposer or respondent voidable.

G. Contract Document: The signature of authorized representative on the bidder acknowledgement form shall be considered the bidder's executing signature. The District's Board approval of the recommended bid award shall be considered the district's executing signature. No work shall commence under this contract until after the District's Board approval of recommended bid award and the awarded bidder receives a duly authorized purchase order from the District.

H. Contract Period:

The contract term shall commence upon School Board approval and shall remain in effect as follows:

Group	Description	Contract Period
Group A	Wireless Access Points	July 1, 2027 through September 30, 2028
Group B	Network Switches	July 1, 2027 through September 30, 2028
Group C	Firewall Solution	July 1, 2027 through September 30, 2028
Group D	Managed Internal Broadband Services (MIBS)	July 1, 2027 through June 30, 2028

1. The District may renew Group D for up to four (4) additional one-year periods upon mutual written agreement of both parties, satisfactory performance, continued need, funding availability, and School Board approval when required.
2. Groups A, B, and C are intended to establish competitively awarded pricing for E-Rate eligible network infrastructure equipment and associated software, licenses, warranties, subscriptions, and support services that may be purchased during the contract term through individual purchase orders as funding becomes available.
3. The District does not guarantee any minimum purchase quantity or expenditure under any awarded group. Renewal term would be under the same terms and conditions as the original bid.

I. Service Provider Identification Number (SPIN): Bidder certifies, by signature and submission of their bid, that they comply and will remain in compliance with any rules and regulations of the E-Rate program. If noncompliance, vendor agrees to reimburse the District for funds the District would have received if the vendor was in compliance with the E-Rate program. The District intends to apply for E-Rate program discounts administered by Universal Service Administrative Company (USAC). The bidder must register as a service provider with the USAC, Schools and Libraries Division (SLD) and provide documentation of Service Provider Identification Number (498 ID/SPIN) with bid submission. The bidder must furnish their SPIN # or their bid will be rejected as non-responsive. More information about obtaining a 498 ID/SPIN may be found at this website: https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

J. Bidder References: Bidder must complete the top portion of the Reference Request Form and forward to the company providing the reference. The form may be duplicated as needed. Bidder must include at least three (3) completed references with bid packet by the bid submission deadline in the Anticipated Schedule of Events section of this document. It is the bidder's responsibility to ensure the references are received by the deadline for bid submission.

1. References must be for the bidder's LEGAL COMPANY NAME listed on the Bidder Acknowledgement Form and who will be performing the services. References cannot be for a parent, affiliated or wholly owned subsidiary company.

2. References shall be received from at least three (3) of the bidder's recent clients. In this document, recent is defined as any work/contract(s) performed since January 1, 2023.

3. Bidder must provide references demonstrating the bidder has satisfactorily provided materials or services of comparable size and complexity as outlined in this document.

4. The district reserves the right to waive the reference requirement for a bidder who has satisfactorily performed services requested in this document recently for the district.

5. The district reserves the right to contact references and to obtain, without limitation, information on the bidder's performance on the listed work/contract(s). The district may utilize other reference information on a bidder's capability to determine performance history. Negative references, in the district's sole discretion, may be cause for disqualification of bidder.

K. Award of Bid:

1. The District reserves the right to request additional information or clarification from the bidder including but not limited to pricing, manufacturer's part numbers, product codes, product specifications.
2. The decision as to whether a product does or does not meet the specification is at the discretion of the District.
3. The District reserves the right to waive informalities and minor irregularities; delete any item from this solicitation and award the balance of items at the district's discretion.
4. The District anticipates recommendation of award to the responsive and responsible bidder(s) whose bid is determined to be in the best interest of the District.
5. Respondents may submit bids for one group, multiple groups or all groups.
6. The District reserves the right to:
   a. Award by individual group;
   b. Award multiple groups to a single vendor; or
   c. Reject any and all responses.

L. Public Records, Contracts for Services as defined in F.S. 119.0701

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS OFFICE AT:

POLK COUNTY PUBLIC SCHOOLS
PO BOX 391
BARTOW, FL 33831-0391
TELEPHONE: 863-578-8208
publicrecords@polk-fl.net

M. Use of Other Contracts: The School Board reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, community colleges, federal agencies, the public or governmental agencies of any state or any state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

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

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

P. Safe School Requirements:

1. For the safety and security of children and staff, it is imperative that school personnel be aware of all non-school personnel on the campus.
2. All contractors must sign in at the school office upon arrival and sign out upon departure each day. Repeated failure to sign in at the school office upon arrival on site will be considered a material breach of this contract.
3. Anyone representing awarded bidder must always wear Polk County Public Schools contractor photo identification badge while on school grounds. Any costs incurred from these requirements are the responsibility of the awarded bidder.

Q. Specifications: Provide network infrastructure equipment and software meeting the specifications in this document. Pricing must be provided in the quote bid form located where this document is posted at www.myvendorlink.com.

1. The solicitation is divided into four (4) groups
   a. Group A: Wireless Access Points
      i. Addendum A. Specifications WAP Wireless Access Points
      ii. Addendum B. Bid Form Group A WAP Wireless Access Points
   b. Group B: Network Switches
      i. Addendum C. Bid Form Group B Switches
   c. Group C: Firewall Replacement Solution
      i. Addendum D. Specifications Firewall
      ii. Addendum E. Bid Form Group C Firewall
   d. Group D: Firewall MIBS (Managed Internal Broadband Services)
      i. Addendum F. Specifications Managed Internal Broadband (MIB)
      ii. Addendum G. Bid Form Group D Firewall MIB

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

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Submittals Checklist

Items checked "Required" **must be** submitted with your bid response or your bid **will be** declared non-responsive. Items checked "Requested" **should be** submitted with your bid response to facilitate the bid evaluation process and **must be** on file prior to bid award.

Required	Requested	Description of Submittal
X		BIDDER ACKNOWLEDGEMENT, complete, sign and include with bid submission, see page 1
X		Bid Form(s) for the Group(s) that your firm is bidding, completed and included with bid submission
X		E-Rate Supplemental Terms and Conditions, review, sign and include with bid submission
X		Reference Request Form, complete and submit with bid submission
X		School Board of Polk County, Florida Form Contract Addendum, review, print or type bidder name, sign and include with bid submission
X		Affidavit Regarding the Use of Coercion for Labor and Services, review, complete, sign, notarize, and include with bid submission
X		Affidavit Regarding Foreign Countries of Concern, review, complete, sign, notarize, and include with bid submission
	X	Contact Information Form, complete and include with bid submission
	X	Drug Free Workplace Certification Form, complete, sign and submit with bid submission (optional)
	X	Addendum Acknowledgement Form, complete, sign and include with bid submission

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Addendum A. Specifications WAP Wireless Access Points

WIRELESS ACCESS POINT AND INFRASTRUCTURE TECHNICAL REQUIREMENTS

Integrated Technical Specification

Purpose. Define the minimum functional, performance, management, security, interoperability, and support requirements for replacement enterprise wireless access points in a large K-12 environment.

1. General Requirements

- The proposed solution shall be enterprise-grade and designed for high-density K-12 environments, including classrooms, media centers, cafeterias, testing labs, auditoriums, and multipurpose spaces.
- The District currently operates an Aruba switching environment and is standardizing on Aruba Central. Proposed access points shall be fully compatible with and manageable through the existing controller Aruba Central. Alternate solutions must provide equivalent functionality and include all hardware, software, subscriptions, licensing, migration, and integration costs.
- All proposed equipment shall be new, current-production OEM equipment. Where the manufacturer offers an OEM accessory, third-party compatible-branded transceivers, cables, power supplies, and mounting hardware will not be accepted.
- The manufacturer or proposer shall provide at least three active K-12 or higher-education references of comparable scale and complexity.
- Proposed products shall have manufacturer warranty and technical support available at no additional cost.

2. Access Point Hardware and Radio Requirements

Requirement Area	Minimum Technical Requirement
Wireless standards	Support IEEE 802.11ax Wi-Fi 6 or Wi-Fi 6E at minimum. Wi-Fi 7 may be proposed where it meets all requirements. Support concurrent dual-radio or tri-radio operation, as applicable.
Frequency bands	Support 2.4 GHz and 5 GHz. Wi-Fi 6E or Wi-Fi 7 models shall support 6 GHz. “Wi-Fi 7” shall not be represented as a 7 GHz operating band.
Performance	Provide at least 5 Gbps aggregate advertised throughput, OFDMA, MU-MIMO, BSS coloring, band steering, airtime fairness, dynamic channel assignment, and transmit-power control.
MIMO	Provide a minimum 4x4:4 MIMO configuration on the 5 GHz radio for high-density access point models.
Client capacity	Support at least 512 concurrent associated clients and identify the manufacturer-recommended practical client density for each model.
Client steering	Continuously evaluate RF health and signal quality across adjacent BSSIDs and support infrastructure-driven steering,

Addendum A. Specifications WAP Wireless Access Points

Requirement Area	Minimum Technical Requirement
	proactive 5/6 GHz band selection, and IEEE 802.11v BSS Transition Management.
6 GHz coexistence	Access points supporting 6 GHz shall include hardware-level or equivalent spectrum-isolation technology that permits concurrent 5 GHz and 6 GHz operation without avoidable channel restrictions, radio shutdowns, or power reductions.
Power	Support IEEE 802.3at PoE+ at minimum and operate without a local power adapter. The proposal shall identify the power level required for full functionality and any reduced features under lower power.
Physical design	Indoor models shall support ceiling or wall mounting, include required mounting hardware, use a low-profile enclosure, and operate within temperatures appropriate for educational facilities.

3. Security and Network Integration

Requirement Area	Minimum Technical Requirement
Wireless security	Support WPA3-Personal, WPA3-Enterprise, WPA2-Enterprise backward compatibility, 802.1X, certificate authentication, rogue AP detection, and WIDS/WIPS.
Identity integration	Integrate with RADIUS, Microsoft Active Directory, Microsoft Entra ID authentication workflows, guest-access portals, and District network-monitoring platforms.
Policy enforcement	Support dynamic VLAN assignment, role-based access control, and identity-based policy enforcement across wired and wireless connections.
Microsegmentation	Support distributed inline enforcement or gateway-based segmentation without requiring all internal east-west traffic to traverse the perimeter firewall or requiring manual VLAN and ACL provisioning per port.
Service discovery	Support controlled cross-VLAN and cross-SSID mDNS/Bonjour and DLNA/SSDP discovery for AirPlay, AirPrint, classroom media, and similar services without flattening broadcast domains or flooding multicast traffic across all APs and VLANs.

Addendum A. Specifications WAP Wireless Access Points

4. Centralized Management and Analytics

Requirement Area	Minimum Technical Requirement
Management platform	Provide centralized cloud-based management with single-pane administration for configuration templates, inventory, monitoring, firmware, reporting, troubleshooting, alerting, and notifications.
Operational visibility	Provide real-time client visibility, device and application inventory, topology visibility, RF analytics, interference and spectrum analysis, historical reporting, and troubleshooting dashboards.
AIOps	Include anomaly detection, performance baselining, and root-cause analysis for DHCP/DNS latency, 802.1X failures, roaming problems, and channel congestion in the base management subscription without metered AI usage.
Live upgrades	Provide automated rolling firmware upgrades using RF-neighbor awareness to sequence AP reboots and minimize service interruption. Identify any required outage, manual scheduling, or external platform dependencies.
Floorplans and RF	Provide native multi-floor mapping with CAD and raster import, live 2.4/5/6 GHz heatmaps based on AP radio data, and map-based visibility for clients, rogue devices, and supported IoT tags without a separate RTLS appliance.
Scale and architecture	Use a cloud-native architecture capable of managing at least 50,000 network elements across 150 sites in one tenant. Wireless capacity shall not be limited by a perimeter firewall hardware or license tier.
Resiliency	Continue forwarding local wireless traffic during interruptions to the cloud-management service or WAN connection and support scheduled firmware updates with rollback or recovery capability.
Power management	Support centralized AP power-save or sleep scheduling across current and previously deployed supported AP generations.

5. Licensing, Warranty, and Support

- Provide a cloud-management subscription for Aruba Central or equivalent for each proposed access point.
- Identify all required base and add-on licenses. AIOps, cross-VLAN service discovery, floorplan/RF visualization, and required operational analytics shall be included in the proposed subscription unless explicitly identified and priced as an exception.
- Disclose end-of-sale and end-of-support dates, license portability to replacement hardware, renewal requirements, and support-service levels.

Addendum A. Specifications WAP Wireless Access Points

6. Vendor Response Requirements

- Provide a requirement-by-requirement compliance matrix identifying Comply, Does Not Comply, or Exception.
- Provide manufacturer data sheets and architecture documentation for every proposed AP, license, subscription, mount, gateway, and accessory.
- Provide a complete bill of materials with manufacturer, model, SKU, quantity, unit price, extended price, subscription term, warranty term, and all dependencies.
- Identify all implementation, migration, integration, cabling, switching, PoE, multigigabit Ethernet, gateway, and firewall dependencies.
- Describe any functional limitation, additional license, secondary appliance, external collector, service interruption, or feature restriction associated with the proposed solution.
- Provide the three required education-sector references and disclose product lead times and lifecycle status.

7. Technical Compliance Summary

Requirement Area	Minimum Technical Requirement
Firmware and patching	Automated RF-aware rolling upgrades that minimize interruption.
Analytics	AIOps, anomaly detection, and root-cause analysis included in the proposed base subscription.
Client optimization	Continuous infrastructure-driven RF scoring and standards-based client steering.
RF visualization	Native floorplan import, live multiband heatmaps, and map-based device visibility.
Architecture	Cloud-native management with control-plane scale independent of perimeter firewall limits.
Service discovery	Native policy-controlled cross-VLAN mDNS/Bonjour and DLNA/SSDP discovery.
Segmentation	Identity-based microsegmentation enforced at the edge or through dedicated gateways.
6 GHz operation	Concurrent use of 5 GHz and 6 GHz with hardware-level or equivalent adjacent-band mitigation.

Addendum D. Specifications Firewall

Firewall Replacement

Summary

- Purpose: Technical specifications for firewall infrastructure
- Required quantity: Two (2) physical firewall appliances
- Initial service term: One-year
- Optional renewals: Up to four (4) additional one-year terms

Overview

The District is soliciting proposals for firewall infrastructure and associated Managed Internal Broadband Services (MIBS) to support the operation, management, monitoring, and maintenance of the District's basic firewall. There is a separate bid form for Firewall MIBS.

The baseline requirements are listed below and represent the minimum acceptable performance, scalability, resiliency, and functionality necessary to support the District's operational environment. Vendors may propose equivalent solutions that meet or exceed all requirements in this specification.

A vendor proposing an equivalent solution shall provide detailed documentation demonstrating compliance with each minimum requirement.

A. Technical Requirements

Hardware Requirements

- Required quantity: Two (2) physical appliances
- Form factor: Maximum 2RU, rack mountable

Performance Requirements

- Firewall throughput, IPv4/IPv6: Minimum 595 / 590 / 420 Gbps at 1518 / 512 / 64-byte UDP packet sizes
- Firewall latency: Less than 3 microseconds at 64-byte UDP packet size
- Packet-processing throughput: Minimum 630 Mpps
- Concurrent sessions: Minimum 179 million TCP sessions
- New sessions per second: Minimum 1.1 million TCP sessions

Performance figures shall be vendor-published specifications for the proposed appliance and configuration. Performance claims shall not rely on optional hardware or components that are not included in the proposal.

Security Processing Architecture

The proposed solution shall use dedicated hardware acceleration technology or an equivalent architecture capable of achieving the specified throughput and inspection requirements without significant performance degradation when security services are enabled. The solution shall provide:

- Line-rate traffic inspection
- Encrypted-traffic inspection acceleration
- Advanced security-processing acceleration
- High-session scalability
- Hardware-assisted packet processing

Physical Security

- Trusted Platform Module (TPM) or equivalent hardware root-of-trust technology
- Secure storage of cryptographic material

Addendum D. Specifications Firewall

- Hardware-based integrity validation mechanisms

B. Interface Requirements

Each appliance shall provide, at minimum, the following physical interface capacity. Equivalent interface configurations that provide equal or greater functionality may be proposed.

- 400GE interfaces: Two (2) 400GE QSFP-DD interfaces, with support for 200GE, 100GE, and 40GE operation, or equivalent
- 100GE interfaces: Four (4) 100GE QSFP28 interfaces, with support for 40GE operation, or equivalent
- 25GE interfaces: Thirty (30) 25GE SFP28 interfaces, with support for 10GE and 1GE operation, or equivalent
- Management interfaces: Two (2) dedicated 10GE/5GE/2.5GE/1GE RJ45 management interfaces, or equivalent

C. Storage, Power, and Environmental Requirements

- Internal storage: Minimum 3.84 TB usable internal storage capacity
- Power supplies: Dual, hot-swappable AC power supplies configured for 1+1 redundancy
- Efficiency: 80 Plus compliant power-efficiency rating
- Cooling: Forced front-to-back airflow

D. Management and Interoperability Requirements

Centralized Management

The proposed solution shall support centralized management capabilities equivalent to the District's current operational model, including:

- Centralized policy administration
- Centralized firmware management
- Shared object repositories
- Centralized configuration management
- Centralized logging and reporting
- Workflow automation

Existing Environment Integration

The District currently uses FortiManager as part of its operational environment. A proposed solution that does not natively integrate with the existing FortiManager environment shall clearly identify all requirements necessary to provide equivalent centralized management functionality, including:

- Required management platforms and software
- Additional licensing
- Migration and conversion activities
- Required professional services
- Material operational impacts

The District will evaluate whether the proposed management approach provides operational equivalency.

Provisioning and Deployment

- Zero-touch provisioning or an equivalent deployment capability
- Remote provisioning
- Automated configuration deployment

Addendum D. Specifications Firewall

- Policy synchronization
- Configuration templating
- Multi-device management

E. Equivalent Solutions

A solution proposed as equivalent shall:

- Meet or exceed all minimum requirements
- Maintain functional parity with the reference solution
- Maintain interoperability with the District's operational environment
- Support enterprise-scale deployment and operation
- Include documentation sufficient to validate compliance

The District reserves the right to request technical documentation, product data sheets, supporting performance information, customer references, technical presentations, demonstrations, proof-of-concept testing, or other supplemental information necessary to validate compliance with this specification.

Addendum F. Specifications Managed Internal Broadband (MIB)

Firewall MIBS

Summary

- Purpose: Technical specifications for firewall managed internal broadband services
- Initial service term: One-year
- Optional renewals: Up to four (4) additional one-year terms

Overview

The District is soliciting proposals for firewall infrastructure and associated Managed Internal Broadband Services (MIBS) to support the operation, management, monitoring, and maintenance of the District's basic firewall. There is a separate bid form for Firewall hardware and licenses.

The baseline requirements are listed below and represent the minimum acceptable performance, scalability, resiliency, and functionality necessary to support the District's operational environment. Vendors may propose equivalent solutions that meet or exceed all requirements in this specification.

A vendor proposing an equivalent solution shall provide detailed documentation demonstrating compliance with each minimum requirement.

1. Purpose

Polk County Public Schools seeks qualified providers of Managed Internal Broadband Services (MIBS) to support its eligible firewall environment. Services shall include monitoring, management, maintenance, operational support, escalation assistance, and onsite technical support.

The District currently operates a centralized Fortinet firewall infrastructure managed through FortiManager, but is going out to bid to replace the firewall in FY2027.

2. Covered Environment

The MIBS engagement is expected to cover eligible firewall infrastructure designated by the District, including associated eligible management functions and components.

The environment may include:

- Enterprise firewalls.
- High-availability firewall configurations.
- Centralized management.

Addendum F. Specifications Managed Internal Broadband (MIB)

- Eligible interfaces, routing configurations, virtual domains, policies, objects, and internal broadband functions.
- District-approved integrations necessary to manage the covered firewall infrastructure.
- Configuration backup repositories and management tools necessary to provide the requested MIBS.

3. Required Scope of Services

3.1 Service Transition and Discovery

The selected provider shall perform an orderly transition into managed service. Transition activities shall include:

- Review of the covered firewall environment.
- Validation of device inventory and management status.
- Review of high-availability configurations.
- Review of device enrollment and administrative domains.
- Review of current firmware versions and configuration standards.
- Review of routing, interfaces, zones, policies, objects, and segmentation relevant to internal broadband operation.
- Validation of configuration backup and restoration procedures.
- Documentation of monitoring, notification, and escalation requirements.
- Development of an initial operational baseline.
- Identification of unsupported, end-of-support, or materially outdated components.
- Development of a transition and service-commencement plan.

Discovery shall not authorize the provider to implement configuration changes without District approval.

3.2 Proactive Monitoring

The provider shall furnish continuous monitoring appropriate to the covered environment, including:

Addendum F. Specifications Managed Internal Broadband (MIB)

- Firewall availability.
- High-availability state and synchronization status.
- Interface state and connectivity.
- Routing status.
- CPU, memory, session, and storage utilization.
- Device health.
- Management connectivity.
- Configuration synchronization.
- System events and operational alarms.
- Capacity conditions that may affect firewall or internal broadband performance.
- Failure or degradation of covered eligible components.

Monitoring shall be provided 24 hours per day, 7 days per week, 365 days per year.

The provider shall establish thresholds and escalation procedures in consultation with the District. Alerts shall be prioritized based on operational impact and routed to District-designated contacts.

3.3 Configuration and Policy Management

The provider shall support authorized configuration and operational management of the covered environment, including:

- Centralized configuration management.
- Firewall object and policy administration.
- Interface and zone configuration.
- Routing and internal connectivity configuration.
- Network segmentation configuration.
- High-availability configuration management.
- Administrative template and policy-package management.

Addendum F. Specifications Managed Internal Broadband (MIB)

- Configuration validation.
- Configuration deployment.
- Configuration backups.
- Configuration restoration.
- Documentation of approved changes.
- Maintenance of current network and firewall configuration records.

All changes shall follow the District's approved change-management process. The provider shall not deploy a production change without appropriate District authorization, except where emergency authority has been expressly documented.

3.4 Firmware and Lifecycle Management

The provider shall assist with lifecycle management of covered firewall components, including:

- Review of current firmware versions.
- Identification of relevant manufacturer advisories.
- Assessment of firmware compatibility.
- Development of upgrade recommendations.
- Preparation of upgrade and rollback plans.
- Coordination of maintenance windows.
- Implementation of District-approved firmware changes.
- Post-change operational validation.
- Documentation of upgrade results.
- Identification of approaching end-of-support or end-of-life conditions.

The provider shall not automatically deploy firmware based solely on release availability. Firmware recommendations shall consider stability, compatibility, manufacturer guidance, operational need, and the District's current architecture.

3.5 Incident Response and Troubleshooting

Addendum F. Specifications Managed Internal Broadband (MIB)

The provider shall furnish operational incident support for covered infrastructure, including:

- Initial triage.
- Technical diagnosis.
- Configuration troubleshooting.
- High-availability troubleshooting.
- Routing and connectivity troubleshooting.
- Restoration assistance.
- Root-cause analysis.
- Corrective-action recommendations.
- Coordination with Fortinet Technical Assistance Center.
- Coordination with telecommunications carriers or other providers when authorized by the District.
- Escalation management through resolution.
- Post-incident documentation.

The selected provider shall maintain procedures for both remote and onsite response.

3.6 Reporting and Service Reviews

The provider shall deliver monthly service reports containing, at a minimum:

- Availability and significant operational events.
- Incidents opened, resolved, pending, and escalated.
- Authorized changes implemented.
- Firmware and lifecycle status.
- Capacity or resource concerns.
- Configuration backup status.

Addendum F. Specifications Managed Internal Broadband (MIB)

- Manufacturer support cases.
- Onsite support activity.
- Service-level performance.
- Outstanding risks and recommended remediation.
- Eligible and ineligible service activity, where applicable.

The provider shall participate in periodic operational review meetings with District personnel.

4. Service Levels

Bidders shall provide a proposed service-level schedule addressing the following priorities.

Priority 1: Critical

A complete outage, widespread interruption, high-availability failure creating an immediate operational risk, or condition materially affecting District-wide connectivity.

Minimum requirements:

- 24x7 intake and escalation.
- Immediate remote triage.
- Continuous work and coordination until service is restored or an acceptable workaround is implemented.
- Onsite dispatch when remote resolution is not reasonably achievable.

Priority 2: High

A significant degradation, loss of redundancy, failure affecting multiple locations, or condition with substantial operational impact.

Minimum requirements:

- Prompt remote response.
- Active troubleshooting and escalation.
- Onsite dispatch when necessary to meet the service objective.

Priority 3: Normal

Addendum F. Specifications Managed Internal Broadband (MIB)

A limited-impact operational issue, standard configuration incident, or condition for which a reasonable workaround exists.

Minimum requirements:

- Response during the applicable support period.
- Documented resolution target and status communication.

Priority 4: Request

A planned service request, documentation request, routine configuration request, or advisory consultation.

Minimum requirements:

- Acknowledgment and scheduling within the agreed service window.

Bidders shall state measurable response, escalation, status-update, onsite-arrival, workaround, and resolution targets for each priority. Failure to provide a complete service-level schedule may render a proposal nonresponsive.

5. Local Presence and Onsite Support

To support timely onsite response for critical network infrastructure, the provider shall maintain, throughout the contract term:

- An established service facility or staffed engineering presence located within approximately a two-and-one-half-hour normal driving distance of the District Office in Bartow, Florida.
- Qualified engineering personnel assigned to, or routinely operating from, that facility or engineering presence.
- The ability to dispatch appropriately qualified personnel to District facilities when remote support is insufficient.
- The ability to provide onsite support during emergencies, planned maintenance, implementation activities, and significant incidents.
- A defined backup staffing and escalation model to ensure that onsite capability does not depend upon a single engineer.

Addendum F. Specifications Managed Internal Broadband (MIB)

The bidder shall provide:

- Address of the applicable service facility or engineering location.
- Description of the facility and locally available capabilities.
- Number and roles of qualified engineers available from that location.
- Normal and emergency dispatch procedures.
- Proposed onsite response commitments.
- Documentation that demonstrates the local presence is established and operational as of the proposal due date.

A subcontractor or temporary resource shall not satisfy this requirement unless fully disclosed in the proposal and contractually committed for the entire service term. The prime contractor shall remain responsible for all work performed by subcontractors.

6. Partner Status

The bidder shall provide evidence of:

- Current Expert-level partner status with the manufacture's brand product you a bidding, or a current designation representing a higher technical and service-delivery capability.
- Current participation in Preferred Services Partner Program, or a current program reflecting equivalent validated professional-services capability.

7.1 Assigned Technical Personnel

The provider shall assign personnel with certifications and experience appropriate to the proposed services. The proposal shall include:

- Names or role descriptions of proposed lead engineers.
- Current certifications.
- Years of relevant experience.
- Experience with environments.
- Experience with high-availability firewall architectures.

Addendum F. Specifications Managed Internal Broadband (MIB)

- Experience supporting similarly sized public-sector or K-12 environments.
- Escalation resources available beyond the primary assigned team.

The District reserves the right to require replacement personnel to possess equivalent or greater qualifications.

7.2 Verification

Partner status, specializations, program participation, and individual certifications shall be current as of the proposal due date and maintained throughout the contract.

The District may independently verify submitted qualifications credential issuer. A lapsed, misrepresented, or unverifiable qualification may be grounds for rejection, termination, or other contractual remedy.

8. Security and Access Requirements

The selected provider shall comply with District security and access-control requirements, including:

- Use of individually assigned administrative accounts.
- Multifactor authentication where supported.
- Least-privilege access.
- Separation of provider and District administrative identities.
- Prohibition against shared privileged credentials unless expressly authorized.
- District approval of remote-access methods.
- Logging of administrative activity.
- Protection of configuration files, credentials, logs, and technical documentation.
- Prompt revocation of access for personnel who leave the engagement.
- Notification of actual or suspected unauthorized access.
- Confidential handling of District information.
- Compliance with applicable District data-security and incident-reporting requirements.

Addendum F. Specifications Managed Internal Broadband (MIB)

Provider access shall be used only to perform authorized services. The District shall retain ownership and administrative control of its configurations, records, accounts, and management platforms.

9. Deliverables

Required deliverables shall include:

- Transition and discovery report.
- Covered-equipment inventory.
- Contact and escalation matrix.
- Monitoring and alerting plan.
- Change-management procedure.
- Firmware-management procedure.
- Configuration backup and recovery procedure.
- Incident response and escalation procedure.
- Service-level schedule.
- Monthly service reports.
- Root-cause analysis reports for major incidents.
- Current configuration and operational documentation.
- Annual service and lifecycle review.
- End-of-contract transition plan.
- Export of District configurations, documentation, case history, and service records at contract conclusion.

All deliverables produced specifically for the District shall become District property, subject to applicable licensing restrictions for the provider's preexisting tools or intellectual property.

10. Pricing Requirements

Bidders shall provide firm, itemized pricing, with E-Rate eligibility for:

Addendum F. Specifications Managed Internal Broadband (MIB)

- Clearly distinguish between eligible and non-eligible E-Rate costs
- Initial transition and discovery.
- Recurring MIBS.
- 24x7 monitoring.
- Configuration and policy management.
- Firmware and lifecycle management.
- Incident response.
- Included remote engineering hours.
- Included onsite engineering hours.
- Additional remote engineering rates.
- Additional onsite engineering rates.
- Emergency or after-hours rates.
- Travel or dispatch charges.
- Optional services.
- Ineligible services.
- Each optional renewal year.

Pricing shall:

- Include all costs necessary to provide the required service.
- Identify assumptions, exclusions, minimum commitments, and usage limits.
- Identify any annual escalation.
- Remain firm for the stated proposal-validity period.
- Avoid bundled pricing that prevents reasonable eligibility or cost-allocation determination.

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: _____

Reference Request

(Duplicate as needed)

Bidder: Complete the top section, forward to at least three (3) references with request to complete remaining sections and return completed form back to you. Completed references must be included with bid submission prior to the deadline in anticipated schedule of events**.** It is the bidder's responsibility to ensure the references are received by the deadline.

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

BIDDING COMPANY NAME:	
COMPANY PROVIDING REFERENCE	
REFERENCE CONTACT PERSON:	
PHONE:	EMAIL:

Description of Project the Bidding Company is doing or has completed for your company:

PERFORMANCE RATING							
	EXCELLENT					**UNSATISFACTORY**	
FACTORS/RATINGS	**6**	**5**	**4**	**3**	**2**	**1**	**N/A**
Contractor meets or exceeds overall time requirements in the contract specifications.							
Contractor response to scheduled request for service is within contract specifications.							
Contractor response to emergency request for service is within contract specifications.							
Contractor follows specifications in contract.							
Contractor properly removes and disposes of trash and debris from each work site in a timely manner.							
Contractor minimizes need for callback resulting from scheduled service.							

REFERENCE REQUEST							
	EXCELLENT					UNSATISFACTORY	
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Contractor overall performance of contract.							
Contractor performs scheduled service by having the necessary equipment, personnel etc.							
Contractor response time to email or phone calls.							
Contractor relationship with your personnel.							
Total Dollar Amount of Contract							

Additional Comments	

Would you use this contractor again? ☐ YES ☐ NO

Services provided (dates) from: through:

Reference completed by:

Name: _____ Date: _____

Signature: _____

Contract #, Name: _____

Vendor Name: _____

This *School Board of Polk County Form Contract Addendum* ("Addendum") is agreed upon by the parties and appended to the agreement, purchase, order, form, service, package and contract (collectively, the "Contract Documents").

§ 1. Primacy of Addendum.

This Addendum contains specific terms and conditions that are applicable to purchases of goods and services made by The School Board of Polk County, Florida on behalf of the school district of Polk County, Florida ("School Board" or "Board"). The terms of this Addendum shall control over any conflicting term, condition, duty, and implication found in any of the Contract Documents relating to the contract name referred to above. Additional terms and conditions may be set forth by a mutually written agreement entered into by the parties hereto. It is acknowledged and agreed that any such written agreement shall not be effective and/or binding on the parties to the Agreement until the Board approves and executes same by the signature of an officer with authority within Board-established purchasing levels.

§ 2. Governing Law; Home Venue Privilege.

This Addendum and the Contract Documents (collectively, the "Agreement") between the Parties, are made in the City of Bartow, Polk County, State of Florida, and shall be governed solely by the internal laws of the State of Florida. The Parties agree that venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to the Agreement, any and all transactions contemplated thereunder, the performance thereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall lie exclusively in the court systems with geographic jurisdiction over Polk County, Florida, consisting of the County Court in and for Polk County, Florida, the Circuit Court of the Tenth Judicial Circuit Court in and for Polk County, Florida, and the United States District Court for the Middle District of Florida, Tampa Division. The Parties waive any objection to jurisdiction and venue in such courts.

§ 3. Financial Matters; Board Performance Subject to Appropriation; Applicability of the Florida Local Government Prompt Payment Act

(a) The Board's obligation to perform under the Agreement and furnish payment to the Vendor is expressly subject to appropriation of sufficient public funds by the School Board of Polk County, Florida. In the event the School Board of Polk County, Florida fails to appropriate sufficient funds to satisfy the Board's payment obligations to Vendor of any kind or type, the Board or the Vendor may exercise its rights to terminate the Agreement in accordance with the Contract Documents as the sole remedy. If the Agreement spans multiple fiscal years, Vendor acknowledges that appropriation of sufficient funds is subject to the budget determination process outlined in Florida law and that Vendor does not have an expectation to appropriation of sufficient funds in future fiscal years. The Parties agree that no cause of action shall lie against The School

Board of Polk County, Florida for failure to appropriate sufficient funds to satisfy the Board's payment obligations to Vendor of any kind or type.

(b) Notwithstanding anything in the Agreement to the contrary, all payment obligations of the Board shall be governed by the *Florida Local Government Prompt Payment Act*, Part VII, Chapter 218, Florida Statutes.

(c) Notwithstanding the foregoing, or anything in the Agreement to the contrary, in no event shall the School Board of Polk County's appropriation of sufficient funds relieve the School Board of any outstanding payment obligations for goods properly delivered or serviced rendered prior to the Vendor's receipt of the Board's notice of termination.

§ 4. Public Records Compliance.

To the extent Vendor is deemed to be a "Contractor" for the Board pursuant to Section 119.0701(1)(a) of the Florida Statutes, Vendor agrees to:

(a) Keep and maintain public records required by the Board to perform the Services specified herein.

(b) Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes 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 Vendor does not transfer the records to the Board.

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

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS OFFICE AT:

If Vendor does not comply with a public records request, the Board shall enforce the Agreement, which may include immediate termination.

§ 5. Sovereign Immunity; Limitations of Liability.

The School Board of Polk County, Florida is sovereign unit of Florida government established by Article IX, Section 4 of the Florida Constitution and the *Florida Early Learning – 20 Education Code*. Notwithstanding any other provision set forth in the Agreement which includes, but shall not be limited to, this Addendum, nothing therein, nor anything in any Board-made indemnification therein if any such indemnification exists, shall be construed or interpreted as a waiver of the Board's right to sovereign immunity, or of the provisions of Section 768.28 of the Florida Statutes, or of the maximum limits of the Board's liability found in Section 768.28(5) of the Florida Statutes, which the Parties agree shall control and bind them and be the legal and contractual maximum extent of the Board's liability to Vendor pursuant to the terms and conditions of the Agreement, regardless of whether the theory of recovery or cause of action sounds in tort, contract, indemnity, strict liability, products liability, negligence or otherwise. This Section shall survive termination of this Agreement.

Notwithstanding anything to the contrary, the liability of the Vendor for losses or claims shall be limited to the purchase price for the goods and/or services plus any additional amounts due under the Contract Documents.

§ 6. State Law Compliance.

For purposes of the Agreement, the following provisions are added to the Contract Documents:

(a) *E-Verify.* In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired in the United States during the term of this Agreement. Upon request, Vendor shall provide evidence of compliance with this provision to the Board. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination.

(b) *Contracting with Foreign Entities.* By executing this Contract, Vendor certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign

Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Vendor certifies that no government of a Foreign Country of Concern has a "controlling interest" in Vendor as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Vendor organized under the laws of a Foreign Country of Concern, nor does the Vendor have its principal place of business located in a Foreign Country of Concern. If this Contract permits the Vendor to access the personal identifying information of any individual, Vendor agrees to notify the Board in advance of any contemplated transaction that would cause Vendor to be disqualified from such access under Section 287.138 of the Florida Statutes. Vendor agrees to furnish the Board with an affidavit signed by an officer or representative of the Vendor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

§ 7. Compliance with Laws.

Vendor agrees to comply with any and all statutes, laws, rules, regulations, ordinances and resolutions of general applicability of the United States of America, of the State of Florida, of Polk County, Florida, of the School Board of Polk County, Florida, and of any and all other public authority which may be applicable in the performance of the Agreement.

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

School Board of Polk County, Florida:

Executed this ___ day of_____, 20 ___

By: _____
Authorized Signatory

Vendor:

Executed this ___ day of _____, 20___

By: _____
Authorized Signatory

Affidavit Regarding the Use of Coercion for Labor and Services

State of Florida, County of _____

Name of Vendor: _____

Address: _____

Phone Number: _____

Authorized Representative's Name:_____

Authorized Representative's Title: _____

Effective July 1, 2024, Section 787.06(14), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

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

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

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

Signature of Authorized Representative: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as Authorized Representative of the above-named Vendor who is (___) personally known to me or (____) produced a _____ driver's license as identification.

_____
Notary Public, State of _____
Commission no.: _____
My commission expires:_____

Affidavit Regarding Foreign Countries of Concern

State of Florida, County of _____

Name of Vendor: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Effective January 1, 2024, Section 287.138, Florida Statutes, prohibits a Florida governmental entity from entering into a contract that may grant or allow access to any individual's personal identifying information unless the contracting entity furnishes an affidavit signed by an officer or representative under penalty of perjury concerning foreign countries of concern.

As the person authorized to sign on behalf of the vendor, I certify that:

- The vendor is not owned by the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, or by any agency of or any other entity of significant control of any of such foreign country of concern.
- The government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic does not have a controlling interest in the vendor.
- The vendor is not organized under the laws of and does not have its principal place of business in the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic.

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

Signature of Authorized Representative: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as Authorized Representative of the above-named Vendor who is (___) personally known to me or (____) produced a _____ driver's license as identification.

_____
Notary Public, State of _____
Commission no.: _____
My commission expires:_____

CONTACT INFORMATION FORM
(duplicate as needed)

PRIMARY CONTACT DURING NORMAL BUSINESS HOURS

Name: _____

Telephone: _____

Email address: _____

Cellular Phone number: _____

CONTACT OUTSIDE NORMAL BUSINESS HOURS

Name: _____

Telephone: _____

Email address: _____

Cellular Phone number: _____

Drug-Free Workplace Certification Form

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

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

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Respondent's signature

_____

Respondent's printed name