	Bay District Schools 1150 West 17th Street Panama City, FL 32405 850-767-4209	Request For Proposals (RFP)

DUE DATE: Proposals due at 2:00 p.m. Central Time (CT): **December 14, 2026**	RFP NO.: **27-09**	RELEASE DATE : **November 12, 2026**	POSTING DATE FOR AWARD RECOMMENDATION:, (on or about) **January 12, 2027**
Bids must be submitted to the Purchasing Department and received **on or before 2:00 p.m. CT** on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices will not be read at bid opening (Florida Statute 119.071 2.)	BID TITLE: **WAN Access to Non-Fiber Connected Sites**		

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	
State: Zip Code:	City:
Telephone Number:	State: Zip Code:
Toll Free Number:	Contact:
Fax Number:	Telephone Number:
E-Mail Address of Authorized Representative:	Toll Free Number:
E-mail Address to Send Purchase Orders:	Fax Number:
Federal Tax Identification Number:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposal (RFP) and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Bid submitted; Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or party to any other Bid; **Bidder, its principals, or their lobbyists have not contacted any School Board Member, the Superintendent nor anyone in the District regarding this RFP except as authorized purchasing department representative identified herein**. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

_____
Signature of Authorized Representative (Manual)

_____
Name of Authorized Representative (Typed or Printed)

_____
Title (Typed or Printed)

Posting of Bid Tabulations: Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids are opened and will remain posted for a period of 72 hours. Failure to file a protest of either the specifications or intended awards within the time described in and in accordance with Section 120.57(3) Florida Statutes and School Board Policies, or failure to post bond, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

SECTION 2: Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid complies with bid requirements, please verify that the submittals indicated by the below have been submitted.

☐ Bid Bond ☐ Descriptive Literature ☐ Licenses ☐ Manufacturers Authorization

☒ x ☐ References ☐ Bidder Questionnaire ☒ xx ☐ Other (Beginning Page 16)

Note: If your firm wishes to not submit a bid in response to the RFP, but remain on our bidder list, please complete and return, via mail or fax, this page of the RFP indicating "No Bid".

REQUEST FOR PROPOSAL

SCHOOL DISTRICT OF BAY COUNTY
PURCHASING DEPARTMENT
1150 WEST 17 STREET
PANAMA CITY, FL 32405

RFP NO. 27-09 – WAN Access to Non-Fiber Connected Schools

PURCHASING CONTACT

DAN FULLER (850) 767-4209
fulled@bay.k12.fl.us

OPENING DATE

December 14, 2026 at 2PM CT

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED PROPOSAL ENVELOPE TO IDENTIFY IT AS A "SEALED PROPOSAL". NEITHER FAXED NOR ELECTRONICALLY SUBMITTED PROPOSALS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE PROPOSAL WHERE REQUESTED.

DELIVER TO:	SCHOOL BOARD OF BAY COUNTY FLORIDA PURCHASING DEPARTMENT 1150 WEST 17TH STREET PANAMA CITY, FL 32405

SEALED PROPOSAL DO NOT OPEN

SEALED RFP NO:	RFP 27-09
RFP TITLE:	WAN Access to Non-Fiber Connected Schools
DUE DATE/TIME:	December 14, 2026 AT 2PM CT
SUBMITTED BY:	_____ NAME OF COMPANY



SCHOOL BOARD OF BAY COUNTY FLORIDA

PURCHASING DEPARTMENT

Sealed proposals shall be received at:

Bay District Schools – Purchasing Department
1150 West 17th Street
Panama City, FL 32405-3789
until: **December 14, 2026 AT 2PM CT**

Oral, telephonic (facsimile, telex), telegraphic or electronic (e-mail) proposals are invalid and will not receive consideration.

Proposals **POSITIVELY** will not be considered after the time above.

Proposals may not be withdrawn for a period of sixty (60) days from the date of the opening date.

NOTE: VERBAL TABULATIONS WILL NOT BE GIVEN BY TELEPHONE. PLEASE SEND A SELF-ADDRESSED ENVELOPE WITH POSTAGE FOR A MAILED COPY OF THE TABULATION. TABULATIONS ARE ALSO POSTED ON THE PURCHASING WEBSITE AT WWW.BAY.K12.FL.US IN THE "AWARDED BIDS & CONTRACTS" SECTION.

PROPOSAL ACKNOWLEDGEMENT FORM

_____
COMPANY

_____
MAILING ADDRESS

_____
CITY – STATE – ZIP CODE

_____
TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

BY:_____
NAME – PLEASE PRINT

_____
SIGNATURE OF AUTHORIZED VENDOR REPRESENTATIVE

NOTE: THIS PROPOSAL IS NOT VALID UNLESS THIS PAGE IS SIGNED ON THE ABOVE LINE BY AUTHORIZED VENDOR REPRESENTATIVE & RETURNED WITH PROPOSAL.

THE SCHOOL DISTRICT OF BAY COUNTY, FLORIDA

Request for Proposal
WAN Access to Non-Fiber Connected Schools
Index

Introduction....6
Time Schedule....6
Definitions....7
RFP Inquiries....7
Pre-Proposal Conference....7
Scope of Services....7
Instructions to Proposers....12
Contractor Conduct While on School Board Property....17
Award....18
Invoicing/Payment....18
Term of Contract....19
Cancellation of Award/Termination....19
Funding Out Clause....19
Default....20
Information to be included in the Submitted Proposal....20
Proposal Evaluation Process....22
Evaluation Criteria....22
Legal Requirements....23
Level 2 Screening Requirements....23
Cone of Silence....25
Anti-Lobbying Policy....25
State Contract Review....25
Insurance Requirements....25
Indemnification/Hold Harmless Agreement....28
Public Record Law....29
Assignment of Contract and/or Payment....29
Joint Proposal....29
Posting of RFP Recommendations/Tabulation....30

Required Forms/Attachments:
Preference for a Drug Free Workplace Form
Public Entity Crimes Form
Conflict of Interest Disclosure Form
E-Rate Form 470 Form
Attachment A - WAN Connectivity Locations .... Page 35

Request for Proposal
WAN Access to Non-Fiber Connected Schools

1.0 INTRODUCTION:

Background: Bay District Schools is seeking proposals from qualified service providers to establish and maintain reliable, high-performance network connectivity between Margaret K. Lewis School and the District's central network infrastructure at the Nelson Building.

The purpose of this connection is to integrate Margaret K. Lewis School into the District's existing Wide Area Network (WAN), allowing the school to utilize centrally managed network services, including internet access, cybersecurity protection, content filtering, Voice over IP (VoIP) communications, and other district-hosted applications and resources.

The District intends to maintain centralized control over network security, routing, internet access, and related services.

The District will consider two categories of connectivity solutions:

- **Private WAN Data Transport Services:** Carrier-provided private connectivity between Margaret K. Lewis School and the District Office.

- **Dedicated Internet Access with Site-to-Site VPN:** Dedicated internet connectivity at Margaret K. Lewis School utilizing the District's existing Fortinet firewall infrastructure to establish a secure VPN tunnel to the District Office.

Vendors may submit proposals for either or both categories. The District does not require a specific service provider or transport technology, provided the proposed solution meets the functional and technical requirements outlined in this solicitation.

General Information about the District:
The District and its governing board were created pursuant to Section 4 Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with §1001, Florida Statutes. The School Board consists of five elected officials responsible for the adoption of policies that govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by §1010.01 Florida Statutes as prescribed by the State Board of Education.

2.0 TIME SCHEDULE:

The District will attempt to use the following time schedule that will result in selection of proposer(s).

Nov 12, 2026	**RFP 27-09 issued**
Dec 14, 2026	**Proposals due no later than 2:00 PM CT**
Jan 12, 2027	**Posting of Recommendation (Projected)**
Jan 26, 2027	**Recommend proposer(s) to the School Board for approval (Projected)**

3.0 DEFINTIONS: For the purposes of this Request for Proposal (RFP) and future renewals, the following definitions apply:

Data Communications: Data communications is a designation referring to any stand-alone or bundled equipment, systems, or services (including but not limited to: all cable types; wireless and hardwired electronics; transport and monitoring protocols; operating systems; miscellaneous components, materials, and supplies; and certified personnel) that facilitate and/or maintain the capacity to transfer data, voice, or video over the District's LAN's, WAN, closed Circuits, and Telephony networks.

Inside Plant: Inside plant is a designation applied to any data communications equipment, systems, or services located on District property. Predominately, but not exclusively, inside plant refers to data communications equipment, systems, and services providing connectivity within individual District facilities (LAN's, Local Area Networks).

Outside Plant: Outside plant is a designation applied to any data communications equipment, systems, or services located outside District property. Predominately, but not exclusively, outside plant refers to data communications equipment, systems, or services providing connectivity among District facilities (collectively referred to as the District WAN, Wide Area Network).

4.0 RFP INQUIRIES:

4.1 N/A

5.0 PRE-PROPOSAL CONFERENCE:

No pre-proposal conference will be held for this RFP.

6.0 SCOPE OF SERVICES: Wide Area Network Connectivity and Data Transport Services - Margaret K. Lewis School

6.1 **Purpose**

Bay District Schools is seeking proposals from qualified service providers to establish and maintain reliable, high-performance network connectivity between Margaret K. Lewis School and the District's central network infrastructure at the Nelson Building.

The purpose of this connection is to integrate Margaret K. Lewis School into the District's existing Wide Area Network (WAN), allowing the school to utilize centrally managed network services, including internet access, cybersecurity protection, content filtering, Voice over IP (VoIP) communications, and other district-hosted applications and resources.

The connectivity required under this solicitation is strictly a **point-to-point connection** between Endpoint A (Margaret K. Lewis School) and Endpoint B (Nelson Building). No intermediate routing or multi-site mesh architecture is required under either category.

The District intends to maintain centralized control over network security, routing, internet access, and related services.

The District will consider two categories of connectivity solutions:

- **Private WAN Data Transport Services:** Carrier-provided private connectivity between Margaret K. Lewis School and the District Office.
- **Dedicated Internet Access with Site-to-Site VPN:** Dedicated internet connectivity at Margaret K. Lewis School utilizing the District's existing Fortinet firewall infrastructure to establish a secure VPN tunnel to the District Office.

Vendors may submit proposals for either or both categories. The District does not require a specific service provider or transport technology, provided the proposed solution meets the functional and technical requirements outlined in this solicitation.

6.2 Service Locations

Location Type	Site Name	Physical Address	Demarcation Point / Rack Location
Endpoint (School)	**A** Margaret K. Lewis School	203 N. East Avenue, Panama City, FL 32401	Main MDF / Server Room (FortiGate 601F Shelf)
Endpoint (Hub)	**B** Bay District Schools (Nelson Bldg)	1311 Balboa Avenue, Panama City, FL 32401	Central Data Center (FortiGate 3001F Cluster)

6.3 Existing Network Environment
Bay District Schools currently utilizes a centralized network architecture in which individual school locations connect to the District Office through WAN connections.

Margaret K. Lewis School currently utilizes AT&T Switched Ethernet service to establish connectivity with the District's central network. This service utilizes provider-managed transport facilities between the school and District Office.

The District Office serves as the centralized point for internet access, firewall security, content filtering, VoIP communications, and district-hosted applications.

The District maintains existing Fortinet network infrastructure, including:
- FortiGate 601F firewall located at Margaret K. Lewis School.
- FortiGate 3001F high-availability firewall infrastructure at the District Office.
- Existing district-managed internet service providers connected through the District Office.
-

The District seeks to maintain this centralized network architecture while evaluating alternative connectivity services that may improve bandwidth, reliability, scalability, or cost efficiency.

6.4 Requested Connectivity Solutions

Category 1: Private WAN Data Transport Services
The District will consider proposals for private, carrier-provided data transport services connecting Margaret K. Lewis School to the District Office. Acceptable services may include, but are not limited to: Switched Ethernet, Ethernet Private Line, Metro Ethernet, Leased lit fiber, and MPLS or equivalent carrier-managed WAN services.

The proposed solution shall:

- Provide dedicated or logically isolated bidirectional connectivity between Margaret K. Lewis School and the District Office.
- Support integration with the District's existing IP addressing, routing, and network infrastructure.
- Allow school network traffic to reach the District Office, where internet-bound traffic will traverse the District's existing firewall, content filtering, and internet service providers.
- Support the District's centrally hosted VoIP telephone system.
- Provide symmetrical bandwidth with clearly identified committed speeds.
- Deliver reliable connectivity with performance suitable for instructional, administrative, voice, and other district network services.
- Include all necessary provider facilities, service handoffs, and transport components required to establish connectivity between the two locations.
- Not require an independent internet connection or internet breakout at Margaret K. Lewis School.

Category 2: Dedicated Internet Access with Site-to-Site IPsec
The District will also consider proposals for dedicated internet access at Margaret K. Lewis School that can be utilized with the District's existing Fortinet firewall infrastructure to establish a secure site-to-site IPsec VPN connection to the District Office.

Under this arrangement, the provider would furnish internet connectivity at Margaret K. Lewis School, while the District would utilize its existing FortiGate 601F and centrally managed Fortinet firewall infrastructure to establish and maintain encrypted network connectivity.

The proposed service shall:

- Provide reliable, symmetrical dedicated internet access at Margaret K. Lewis School.
- Support standards-based site-to-site IPsec VPN connectivity using District-owned Fortinet equipment.
- Permit all standard school internet-bound traffic to be routed through the VPN tunnel to the District Office.
- Allow the District's existing firewall, content filtering, security inspection, and internet service providers to remain the primary internet access point for school users and devices.
- Support the District's existing VoIP telephone system and other district-hosted applications.
- Provide sufficient bandwidth, latency, jitter, and packet loss performance for encrypted data transport and real-time communications.
- Support stable VPN operation, including appropriate public IP addressing and any necessary provider-side network configuration.
- Identify any limitations associated with encrypted traffic, network address translation, routing, or service-provider restrictions.
- Identify all required equipment, service handoffs, and additional recurring or nonrecurring charges.

The District anticipates utilizing existing Fortinet equipment for VPN termination and network routing. Vendors shall clearly identify any additional equipment, services, or licensing required by their proposed solution. The District will retain responsibility for configuring and managing District-owned firewalls and VPN policies unless otherwise specified in the final agreement.

The proposed internet connection at Margaret K. Lewis School shall function as transport for district network communications. Direct internet access from school users that bypasses the District's centralized security and filtering infrastructure shall not be permitted during normal operation. Limited connectivity required to establish and maintain the VPN tunnel may be permitted under District-controlled security policies. For

Category 2 solutions, vendors shall identify the committed internet access bandwidth and disclose any service characteristics that could affect the IPsec throughput or performance.

6.5 Bandwidth Requirements

The District requests pricing for symmetrical point-to-point bandwidth capacity matching the tiers below. For both Category 1 and Category 2 solutions, the requested throughput must be supported end-to-end between the school site and the central hub data center:

Bandwidth Option	Path Target Alignment	Physical Handoff Interface Required
250 Mbps	Symmetrical Capacity (MKL <-> Nelson Hub)	Single-mode fiber LC or RJ-45 Copper
500 Mbps	Symmetrical Capacity (MKL <-> Nelson Hub)	Single-mode fiber LC or RJ-45 Copper
1 Gbps	Symmetrical Capacity (MKL <-> Nelson Hub)	Single-mode fiber LC or RJ-45 Copper
2 Gbps	Symmetrical Capacity (MKL <-> Nelson Hub)	Single-mode fiber LC or RJ-45 Copper

Proposals shall clearly indicate whether bandwidth is dedicated, committed, or best-effort. For Category 2 solutions, vendors shall identify the committed internet access bandwidth.

6.6 Performance and Reliability Requirements

Proposals for either connectivity category must include details regarding:

- Service availability guarantees (A service availability commitment of 99.99% or better is preferred).
- Committed bandwidth definitions.
- End-to-end network latency metrics.
- Jitter and packet loss thresholds appropriate for real-time VoIP communications and latency-sensitive applications.
- Formally defined Service Level Agreements (SLAs).
- Network monitoring capabilities and automated outage detection alerts.
- 24/7/365 technical support availability.
- Trouble ticket escalation procedures.
- Service restoration commitments and timelines.
- Planned maintenance notification protocols.
- Service credits or monetary remedies for failure to meet contractual performance commitments.

The District recognizes that performance characteristics may vary by technology and will evaluate proposed solutions based on their ability to meet these operational requirements.

6.7 Installation and Integration

The selected provider shall furnish all services, installation, provisioning, and provider-owned equipment necessary to deliver the proposed connectivity solution.

Proposals must identify:

- Required provider-side equipment and explicit service handoffs at each applicable location.
- Whether existing telephone or fiber infrastructure facilities may be utilized.
- Any required outside plant construction, civil works, or specialized installation work.
- Itemized one-time installation and activation costs.

- Fixed monthly recurring service charges.
- Any additional backhaul costs associated with connectivity directly to the District Office.
- Any District-owned equipment reconfigurations required.
- Estimated project installation milestones and final activation timelines.
- Any dependencies, blockages, or technical limitations associated with the proposed service.

The provider shall coordinate all site installation, link testing, and final service activation closely with District technology personnel. The connectivity service must be thoroughly demonstrated to meet all applicable technical constraints prior to final acceptance and sign-off.

6.8 Proposal Submission Requirements

Vendors shall organize and provide the following information within their proposals:

- Explicit identification of the proposed connectivity category (Category 1, Category 2, or Both).
- Comprehensive technical description of the proposed solution and underlying delivery technology.
- High-level network diagram illustrating the physical and logical connectivity arrangement between sites.
- Completed bandwidth option pricing matrix detailing monthly recurring and nonrecurring charges.
- Available contract terms (Initial 1-year baseline with 3 distinct 1-year renewal provisions).
- Detailed service availability and technical performance guarantee documentation.
- Proposed deployment timeline from Purchase Order execution to active handoff.
- Technical support SLAs and corporate escalation pathways.
- Transparent identification of any additional equipment, vendor licensing, or third-party services required.
- Descriptive narrative detailing how the solution will natively support centralized internet access, firewall security, filtering, and VoIP communications.
- Clear identification of any operational limitations, exclusions, or deviations from this requested scope.

Vendors proposing *both* categories shall provide completely separate pricing matrices and independent technical descriptions for each individual solution. All pricing must clearly identify the total cost necessary to deliver the proposed service without hidden fees.

6.9 Evaluation Considerations

The District intends to evaluate technically acceptable solutions based on the following structural considerations:

- Total cost of service over the maximum potential life of the agreement.
- Demonstrated ability to natively meet the District's architectural connectivity and security requirements.
- Guaranteed reliability metrics and service availability baselines.
- Symmetrical bandwidth performance and end-to-end latency characteristics.
- Seamless compatibility with existing District Fortinet infrastructure.
- Service provider technical qualifications, references, and regional support capabilities.
- Scalability profiles and seamless future bandwidth upgrade options.
- Complexity of installation and implementation requirements.
- Enforceability of Service Level Agreements and support commitments.

The District reserves the sole right to determine whether a proposed solution adequately meets its operational, security, and performance requirements. For procurements subject to E-Rate requirements, the evaluation process shall strictly comply with applicable program rules, including the requirement that the price of eligible services receives the greatest overall weight in the final evaluation matrix.

6.10 Desired Outcome

Bay District Schools seeks a reliable, scalable, and cost-effective connectivity solution between Margaret K. Lewis School and the District Office.

The selected solution must allow the school to continue utilizing the District's centralized internet connectivity, firewall and content filtering infrastructure, VoIP telephone system, and other district-hosted resources without disruption. The District will evaluate both traditional private WAN transport and dedicated internet access utilizing encrypted site-to-site VPN connectivity equally, provided the proposed solution completely satisfies the technical and functional requirements established in this solicitation.

7.0 INSTRUCTIONS TO PROPOSERS:

7.1 All proposals must be received no later than 2:00 PM on December 14, 2026. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Purchasing Department, 1150 West 17th Street, Panama City, FL 32405. No facsimile or email proposals will be accepted.

7.2 RFP Proposal openings will be public on the date and time specified on the proposal acknowledgement form. **All proposals received after the time indicated will be rejected as non-responsive and returned unopened to the sender.** RFP's by e-mail, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the RFP Proposals only. Details concerning pricing or the offering will not be announced. All Proposals submitted shall become public record upon an announcement of a recommended award or thirty days after the opening date whichever occurs first.

7.3 **One Manually signed original AND one (1) photocopy** of the proposal **AND one (1) copy in PDF format on a flash-drive**, must be sealed in one package and clearly labeled **"RFP No. 27-09, WAN ACCESS TO NON-FIBER CONNECTED SITES"** on the outside of the package. The legal name, address, proposer's contact person, and telephone number should also be clearly annotated on the outside of the package.

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

7.5 No handwritten corrections of unit prices. This includes corrections made using correction fluid (white out) or any other method of correction.

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

7.7 Proposals not conforming with the instructions provided herein will be subject to disqualification at the sole discretion of the School Board.

7.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

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

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

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

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

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

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

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

7.16 LAWS AND REGULATIONS: Responder(s) will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and

regulations promulgated under these Acts. Responder(s) agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

7.17 All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement will be governed and construed in conformance to the laws of the State of Florida in the jurisdiction of Bay County Florida.

7.18 PUBLIC ENTITY CRIMES: A Responder, person, or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a proposal for a RFP to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provide in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list.

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

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

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

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

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

7.24 SAMPLES AND BRAND NAMES: BRAND NAMES. Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the District expects to receive as a minimum. **Responders offering equivalent or superior products to the brand/model referenced will: (1) reference in their proposal the manufacture's name, brand name, model or part number; (2) next to the price Responders will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP; Responders will enclose sufficient technical specification sheets and literature to enable the District to reach a preliminary evaluation; (4) the District may request and Responder(s) must agree to submit a sample or to provide its product on-trial or demonstration, whichever the District may deem appropriate, at no charge to the District; (5) the District reserves the right to determine the acceptability of any alternatives offered.** SAMPLES. Any sample requested by the RFP or to be provided at the Responder(s) option, should be forwarded under separate cover to the attention of the Director of MIS. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responder(s) are responsible for notifying and making arrangements for pick up from the District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the District.

7.25 PRIMARY EVALUATION CRITERIA: Primary criteria evaluated in reviewing proposals submitted in response to this RFP include, but are not limited to: total price, quality of the product, availability of the product the prior relevant experience of each Responder(s) and the responsiveness of each proposal to the specifications stated within the RFP.

7.26 IDENTICAL PROPOSALS: Whenever two or more proposals are received by the District that are equal with respect to price, quality and service, preference will be given to the Responder whose business headquartered in the State of Florida.

7.27 REJECTION OF PROPOSALS: All proposals which are timely submitted and in compliance with the specifications provided herein will be considered. However, the District reserves the right to reject, with or without cause, any or all proposals if deemed to be in the best interest(s) of the District In the event the District exercises its right to reject all proposals, the District reserves the right to reissue or not reissue this RFP if deemed to be in the best interest(s) of the District.

7.28 RECOMMENDATION OF AWARD: If and when a recommendation of award is determined by the District, notice of the District's recommendation of award will be electronically posted on the District's website at www.bay.k12.fl.us. Responders desiring to protest the intended decision shall file a written notice of protest within 72 hours after the District's recommendation of award is posted on the District's website and shall file a formal written protest within 10 days after filing the notice of protest. At the time of filing the formal written protest, Responders desiring to protest the recommendation of award shall post with the District, a bond made payable to the District in an amount pursuant to the calculations provided for within District Policy.

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

7.30 AGREEMENT FORM: All subsequent agreement as a result of an award hereunder, will incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

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

7.32 COMPLIANCE WITH LAWS: The Responder agrees to comply with all applicable laws, statutes, regulations rulings, or enactments of any governmental authority. The Responder will obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work. In the event that any changes or updates to the laws, regulations, statutes, rulings or enactment of any applicable governmental authority resulting in additional administrative, reporting or documentation costs will not be charged to the District during the term of this Agreement, including any additional renewals.

7.33 EXAMINATION OF RECORDS: The Responder agrees that the District, the Comptroller General of the United States of America, the Inspector General of the Federal Sponsoring Agency, the Auditor General of the State of Florida or their duly authorized representatives will have access to, and right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this agreement until the expiration of ten (10) years after final payment under this Agreement or such longer period as required by law.

7.34 MISCELLANEOUS:

7.34.1 Except as it relates to any warranty provision established by this Agreement, and in addition to any and all rights by the parties in law or equity, the Responder may only terminate this Agreement upon mutual agreement between the Responder and the District following sixty (60) days written notice submitted to the Director of Purchasing and Contracting listed on page 1. The District may unilaterally terminate this Agreement or subsequent renewals in writing at any time. In the event of termination, either the Responder: (a) will be responsible for the delivery of all equipment for orders received up to the date of termination, or (b) may be mutually canceled without penalty upon agreement by the parties. The District will be responsible for payment of all goods, materials, and services ordered, received and accepted prior to termination. All warranty provisions as it relates to services/parts purchased during this Agreement will survive any termination between the parties regardless of cause and the supplier agrees to be obligated to continue to provide warranty repair service when and where needed as if no termination has occurred.

7.34.2 No work shall begin without first receiving either a Purchase Order for the specific job or receiving prior authorization to bill the work from the Contract Performance point of contact. In the event a Purchasing Card is used, no additional fees may be charged.

7.34.3 Responder(s) must be certified E-rate provider(s), shall have a “Service Provider Information Number” (SPIN) from the Schools and Libraries Division of the Universal Service Administrative Company and be responsible for complying with all rules and regulations of the E-rate program. This certification must be maintained throughout the term of the Agreement. Evidence of Responder’s certification and annual re-certification by the Federal Communication Commission/Schools and Library Division (“FCC/SLD”) must be

provided no later than thirty (30) calendar days following the start or renewal of an Agreement term. Failure of Responder to maintain this certification, re-certify annually, or have certification revoked by FCC/SLD shall constitute a material breach and be subject to immediate termination at the discretion of the District. Further, Responder shall reimburse the District for the full amount of any and all invoices resulting from the services provided by Responder under prior or current agreement terms that do not get approval for reimbursement by the FCC/SLD because of Responder's lack of certification, failure to re-certify or revocation of certification, as required by the FCC/SLD.

7.34.4 During the course of the Agreement, including renewals, should the District encounter performance issues in the execution of this RFP, the District will begin documenting information concerning those instances. After three (3) instances are recorded within an Agreement Term, a meeting will occur involving representative from the Responder in question, the Director of MIS and the General Manager of Purchasing and Contracting to address these issues. If performance does not improve in accordance with the established benchmarks from the joint meeting, the District reserves the right to terminate the Agreement. Should an instance be of such severity that the District has reasonable concern for the safety or viability of the operational ability, then the District reserves the right to request an immediate meeting to address the issue without waiting for three (3) documented records.

7.34.5 Responder agrees to hold pricing and proposal terms following award through the issuance of Funding Commitment Decision Letters ("FCDL") by USAC. In the event that the District does not receive a positive funding commitment letter through initial submission or following an appeal or that the funding for this request is discontinued, the District will have sole and exclusive right to revoke the award or proceed in advance of a positive FCDL. In the event that the District wishes to proceed with the goods and services with an alternate payment source, the Responder and District will negotiate any changes separately.

8.0 CONTRACTOR CONDUCT WHILE ON SCHOOL BOARD PROPERTY:

8.1 Contractor shall be responsible for the supervision and direction of work performed by its employees, agents and/or subcontractors. Bay District Schools shall not exercise any control or supervision over contractor's employees.

8.2 Contractor's employees shall observe the rules and policies of Bay District Schools while working on Bay District School's premises. Hours of work will be mutually agreed upon by site of work Manager and Contractor.

8.3 Contractor's employees/subcontractors will refrain from smoking or use of tobacco in any facility, property or vehicles owned by Bay District Schools in accordance with SBE Rule 2.113. Any person wishing to use tobacco products must leave the school grounds to do so.

8.4 Contractor's employees shall not operate in any method, school computers, telephones or other equipment. However, limited local emergency telephone calls may be completed.

8.5 Contractor's employees shall refrain from the use of vulgarities while on school board property.

8.6 All employees of and/or subcontractors shall wear proper attire for the work required. Clothing shall have no vulgarities, sexually suggestive graphics, or emotionally inflammatory content.

8.7 Employees of and/or contractors shall not have contact with District staff outside of appointed staff and/or administrator's hours as determined necessary by the facility managers.

8.8 At no time shall any employee of the contractor or a subcontractor be deemed an employee of Bay District Schools. The contractor will accept full and exclusive responsibility and liability for compliance with all laws and regulations related to the payment of withholding taxes, tax contributions, expenses, commissions and benefits including, but not limited to, Social Security contributions, workers' compensation fees, and health care premiums.

8.9 Bay District Schools retains the right to require the contractor to dismiss any employee deemed incompetent, careless, insubordinate, or otherwise objectionable, or any personnel whose actions are deemed to be contrary to public interest or inconsistent with the best interest of Bay District Schools in connection with contractor's performance under the contract. Dismissed personnel are restricted from and shall not be allow to return to any district site (s) without the submission of a written request from the contractor asking for approval from the district for the employee(s) to return to service. The contractor will not be responsible to the District for damages resulting out of bodily injury or damages to property which the contractor can establish as being attributable to the sole negligence of the District, its respective agents or employees.

9.0 AWARD:

9.1. The School Board reserves the right to accept or reject any or all proposals.

9.2. The School Board reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

9.3. The School Board reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the School Board may deem necessary.

9.4. The School Board reserves the right to cancel the RFP or portions thereof, without penalty.

9.5. The School Board prefers to only one firm, however, reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the School Board reserves the right to reject any and/or all items proposed or award to multiple proposers.

9.6. The School Board reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the School Board reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

10.0 INVOICING FOR WORK/PROGRESS BILLING

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

10.2 Invoices must be detailed as specified in **EVALUATION AND AWARD, Proposal Submission Format section.** Invoices submitted more than sixty (60) days after project completion or service period may be deemed waived and not subject to payment. Audits will be conducted at the discretion of the District. Responder agrees that all documentation necessary to validate pricing listed on invoice will be provided to the requesting District representative within ten (10) business days of the written request. In the event additional time is required to obtain the necessary documentation, the successful Responder will notify the District designee within five (5) business days of the District's written request and provide a specified date that the documentation will be ready, which will not exceed thirty (30) days from the date of the written

request. Further, the Responder agrees that payment for the invoice in question will be held, without penalty to the District, until the requested documentation has been provided and reviewed by the District, which will not be unreasonably delayed.

10.3 All Invoices shall include the PO# and be delivered to:

School Board of Bay County
Finance Department
1311 Balboa Ave
Panama City FL 32401

11.0 TERM OF CONTRACT:

11.1 TERMS OF AGREEMENT: The term of this contract shall be from **July 1, 2027 through June 30, 2028**, and may, by mutual agreement between the District, and the awardee, renewed for three (3) additional, one (1) year periods. If needed, the contract will be extended beyond the contract expiration date. Once the District has recommended and the School Board has approved, the expiration date the proposer will be notified. Services and billing **will NOT start earlier than July 1, 2027**. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.

12.0 CANCELLATION OF AWARD/TERMINATION:

12.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law.

12.2 The School Board reserves the right to terminate any contract resulting from this RFP, at any time and for any reason upon giving 90 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under said contract. The School Board will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination. Access to any and all workpapers will be provided to the School Board after the Termination of the contract.

12.3 The awardee(s) will have the option to terminate the contract upon written notice to the Purchasing Office. Such notice must be received at least 90 days prior to the effective date of termination.

12.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

13.0 FUNDING OUT & CANCELLATION:

13.1 Florida Laws prohibit BDS from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year. The following funding out provisions are an integral part of this proposal and shall be agreed to by all respondents:

13.1.1 BDS shall, at any time during the contract period, terminate or discontinue the services specified herein and/or at the end of the current fiscal year upon the issuance of a sixty (60) day prior written notice to the successful respondent.

13.1.2 A Funding Out statement must be included as part of any agreement. No agreement shall be considered that does not include this provision for "funding out, with such notice clearly defining reasons for said termination. Upon receipt of this written notification shall immediately and thereafter release BDS of all further obligations as related to the services specified and required herein

14.0 DEFAULT: In the event that the awarded proposer should breach this contract, the School Board reserves the right to seek remedies in law and/or in equity.

15.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL:

15.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal.

Title Page: Show the RFP number, subject, the name of the proposer, address, telephone number and the date.

Table of Contents: Include a clear identification of the material by section and by page number.

Letter of Transmittal – Limited to one or two pages and:

A. Briefly state the understanding of the proposer regarding the work to be done and make a positive commitment to perform the work within the specified time period;
B. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers; and
C. Give the Federal taxpayer identification number of the proposer.

Proposal Acknowledgement Form (Page #4 of RFP): with all required information completed and all signatures as specified.

NOTE: On the proposal submission marked "Original", signatures should be original and while a blue ink signature is preferred, failure to sign in blue ink on the "Original" proposal submission will not, by itself, be a disqualifying factor:

Completed and signed "470 Request for Proposal" acknowledgement
Completed and signed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions"
Completed and signed "E-rate Certification Form"

PRICE:
Pricing from Attachment A.
Indicate if additional/replacement equipment will be necessary for the performance of this 470 Project and include equipment specifications and cost. Proposers should use their unique pricing format/tool if necessary.

WARRANTY/REPAIR/RESPONSE:
What preventative maintenance actions are routinely undertaken by the Respondent? Provide brief description and frequency.

Describe response priority in relation to other entities. After emergency operations and hospitals, where would the District fall for the expectation of returning to service, bearing in mind the expectation that schools functioning as storm shelters would receive priority.

STATEMENT OF WORK:
The District seeks to have this project operational no later than July 1, 2027. Submit a Statement of Work detailing proposed completion/operational date which may be subject to potential penalties which may, at the District's discretion include termination or financial penalties if delay is due to Responder, if not operational by the Responder-provided timeline. The plan should include information on how the Responder proposes to ensure a seamless transfer from the existing service provider with minimum downtime and no additional costs. The timeline should reflect information and planning in the event the project is disrupted due to severe weather or other Force Majeure events. Also indicate if there is any lead-time required from issuance of Purchase Order to start of project. Lastly, in the event of contract termination, describe the phase-down process to concurrently run services until transition is complete.

ADMINISTRATIVE:
Indicate acceptance of **SPI, Service Provider Invoicing**

Submit a maximum of three (3) references for similar services within the last five (5) years for school districts or public entities with equal to or greater than the District's requested numbers. Each reference must be for a separate entity/location and contain; name, title, phone number, email, brief explanation of type of work completed and when. If references are submitted, Responder agrees the submission of contact information serves as permission to contact and receive information from references.

Indicate if the District will be provided a dedicated Point of Contact and if so, provide his/her contact information

Provide a brief (maximum two pages) overview of the company to specifically address:
- Number of years in business as a data transport/internet service provider
- Insurance held
- Number of employees in company
- Any past, current or pending suspension and/or debarment from participating as an E-Rate provider
- What sets your company apart as a provider of network connectivity services
- Indicate if subcontractors will or are expected to be utilized in the performance of this service. If subcontractors will be used, describe extent of involvement as well as the company names and type of work they would be contracted to perform if utilized.
- Indicate the level of assistance to be provided by District personnel (i.e., dedicated Point of Contact, disconnect/reconnect of District owned equipment (if allowed for in response, etc.).

Provide a sample invoice that will be used during the term of this proposal. At a minimum, the invoice should clearly identify the name and location of the Responder and include:
- Date of invoice
- Date(s) of service
- FRN #
- Detailed description of goods/services provided
- Clearly identify the breakdown of eligible/ineligible charges (as applicable)
- Responder SPIN #
- Statement certifying the invoice is accurate with Responder authorized signature

CERTIFICATE OF INSURANCE: Provide proof of your company's insurance as required **in Section 25.0** of this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

16.0 PROPOSAL EVALUATION PROCESS:

16.1 Proposals are received and publicly opened. Only names of Responders and whether the correct number of submissions are included are read at this time.

16.2 An Evaluation Committee will review, convene and evaluate all proposals submitted based on the factors set forth in the RFP. Purchasing personnel may participate in an administrative and advisory capacity only. The District reserves the right to waive any irregularities and technicalities.

16.3 The Evaluation Committee reserves the right to interview any or all Responders and to require a formal presentation with the key people who will administer and be assigned to work on the RFP before recommendation of award. This interview is to be based upon the written proposal received. The District will not be liable for any costs incurred by the Responder in connection with such interviews (i.e., travel, accommodations, etc.). The District also has the right to require Responders to submit additional evidence of qualifications or any other information the District may deem necessary. Such information will not materially change the original proposal response nor serve to allow the addition of new information that was not originally expressed or referenced.

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

16.5 **The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal.** In the event that a mutually acceptable Agreement between the District and the selected Responder(s) cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Responder(s) and to negotiate and execute a contract with the next-ranked Responder(s).

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

17.0 EVALUATION CRITERIA:

The Evaluation Committee shall review all proposals received which meet the submittal requirements. The following factors will be considered in ranking the proposals received:

NOTE: On the proposal submission marked "Original", signatures should be original and while a blue ink signature is preferred, failure to sign in blue ink on the "Original" proposal submission will not, by itself, be a disqualifying factor:

- Completed and signed "470 Request for Proposal" acknowledgement
- Completed and signed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions"

- Completed and signed "E-rate Certification Form"

PRICE (30 points maximum):

WARRANTY/REPAIR/RESPONSE (26 points maximum):

STATEMENT OF WORK (25 points maximum):

ADMINISTRATIVE (19 points maximum):

18.0 LEGAL REQUIREMENTS:

18.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

18.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following employment practices, rates of pay or other compensation methods and training selection.

19.0 DISCRIMINATORY VENDOR LIST: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplies, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. **Complete attached form.**

20.0 PUBLIC ENTITY CRIMES: 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 on a contract or 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, any may not transact business with any public entity in excess of the threshold amount provided in section 287.017., for category two for a period of 36 months from the date of being placed on the convicted vendor list. **Complete attached form.**

21.0 PREFERENCE FOR A 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.

22.0 LOCAL PREFERENCE IN PURCHASING:

22.1 Local Preference shall not apply to this RFP as federal funding will be applied.

23.0 LEVEL 2 SCREENING REQUIREMENTS:

The following provisions which implement the requirements of Florida Statute 1012.465, 1012.467 and 1012.468 shall be added as additional terms and conditions of the contract:

a) Finger Printing and Background Check:
The vendor/contractor agrees to comply with all requirements of **Florida Statutes # 1012.465 (Also known as the Jessica Lunsford Act)** by certifying that any/all employees who will be on schools grounds shall/will have completed this **mandatory background screening** as required by the referenced statutes and meet the standards established by the statutes and or meet any/all requirements of the District. These certifications will be provided to the Bay District Schools, Purchasing Department in advance of the vendor/contractor providing any/all services as required herein.

The vendor/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees.

The vendor/contractor will follow procedures for obtaining employees background screening as established by the Bay District Schools Human Resources Department.

Where: Bay District Schools
1311 Balboa Ave
Panama City FL 32401
When: Summer or Business hours
Point of Contact: 850-767-4347

b) Firearms & Weapons:
The procession of any/all weapons, firearm and or any other device is strictly prohibited on any/all District properties as per **Florida Statutes # 790.115**

c) Drug Free Workplace:
All vendors/contractors will be required to have a Drug Free Work Program for the duration of the contract period, as per **Florida Statutes 287.087.**

d) Building Security:
The Contractor shall coordinate building entry and exit procedures with the school principal to assure that building security is maintained.

e) Unauthorized Personnel:
At no time shall Contractor allow any people into the building other than bona fide employees of the contractor. At no time shall contractor allow family members, friends, etc. to be on the grounds or parking lot of the facility during working hours, other than to pick-up or drop-off an employee.

24.0 FEDERAL AND STATE TAX:
The District is exempt from federal and state taxes for tangible personal property.

25.0 CONFLICT OF INTEREST:
25.1 Any award there under is subject to provisions of chapter 112, F.S. and School Board Policy 6.3.132 all bidders must disclose – with their bid – the name of any officer, director, or agent who is also an employee of the District School Board of Bay County, Florida. Further, all bidders must disclose the name of any Bay County

employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. Affirmation of such will be by signature on the **Conflict of Interest form** (attached).

25.2 COVENANT AGAINST CONTINGENT FEES: The Responder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the District will have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

26.0 CONE OF SILENCE:
Responders to this RFP or persons acting on their behalf may not contact, between the release of the RFP and the end of the 72-hour period following the District posting the notice of intended award, excluding Saturday, Sundays, and state holidays, any employee member, or official of the District concerning any aspect of the FP, except in writing to Dan Fuller, the District's point of contact for this RFP. Any Responder or persons acting on their behalf who violates this provision may cause their proposal to be considered non-responsive and therefore ineligible for award.

27.0 LOBBYING:
As mandated by School Board Policy, Chapter 6, Section IV, paragraphs (G)-(H): Once a competitive solicitation is released, no bidder or individuals acting on behalf of the bidder shall lobby District personnel or School Board members. The Lobbying School Board members or any District personnel may result in disqualification and rejection of said solicitation. For purposes of this policy, "lobbying" is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the governmental decision of Board member or District personnel after the release of the solicitation and prior to time that an award recommendation is posted. Communications with the Purchasing Department referenced point of contact, regarding clarifications of solicitation terms, conditions, or specifications will not be considered as "lobbying".

28.0 STATE REVIEW:
Based on the guidance, and in accordance with Florida Statute 1010.04. If applicable, purchasing agreements and state term contracts available under Florida Statute 287.056 have been considered and reviewed by the Bay District Schools, Purchasing Department. In use of E-Rate funding, the District must competitively bid services described.

Initials: DF Date: November 5, 2026

29.0 INSURANCE REQUIREMENTS:
The proposers shall furnish to the Board proof by Certificate of Insurance for each type of insurance listed below. Each Certificate of Insurance shall state that the Board, its members, officers, elected officials, employees, and agents are additional insured under the policy or policies. The Insurance Company shall provide Certificates of Insurance to the District's Risk Manager at 1311 Balboa Av., Panama City, Florida, 32401 prior to the start of any work under this contract.

A. Professional Liability Insurance. The proposer should present evidence of Professional Liability Insurance for the life of this audit and two years thereafter. This insurance shall provide coverage against such liability resulting from this audit. The minimum limits of such coverage shall be

$1,000,000 with a deductible not to exceed $100,000. The deductible will be the responsibility of the insured.

Professional liability policies shall include an endorsement whereby The Auditor and his insurance carrier shall hold harmless The Board and each officer, agent, and employee of The Board for any and all claims against them arising from the negligent performance of professional services or caused by an error, omission or negligent act of The Auditor or anyone employed by The Auditor. Such coverage shall not be suspended or modified except after prior written approval of The Board. Certificates of Insurance meeting this requirement shall be forwarded to The Risk Management Department and approved prior to the start of any work.

B. Workers' Compensation Insurance. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed at the site of the project or on any connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the School District of Bay County. The Contractor shall require the subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project and such evidence of insurance shall be furnished the School District of Bay County not less than ten (10) days prior to the commencement of any and all sub contractual agreements which have been approved by the Risk Management Department.

   Such insurance shall comply with the Florida Workers' Compensation Law.

   No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and shall include Broad Form All States Endorsement.

   Coverage shall include a waiver of subrogation clause in favor of School District of Bay County. Also, this endorsement must be indicated on all Certificates of Insurance.

C. Business Automobile and Public Liability Insurance. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include owned, non-owned and hired motor vehicle coverage.

   The Contractor shall carry other public liability insurance against all other bodily injury, property damage and personal and advertising injury exposures. The coverage shall include both on- and off-premises operations, contractual liability, Broad form property damage. General liability policy shall not exclude care custody or control of the building and generator.

   All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the Contractor shall notify the School District representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this agreement.

Public liability coverage shall be endorsed to include following:

- On and Off premises – Operation liability
- Occurrence Bodily Injury and Property Damage Liability
- Independent Contractors Liability
- Blanket Broad Form Contractual Liability, including the indemnification set out in the General Conditions and all other contracts relative to the project
- Personal Injury Liability Insurance
- Broad Form Property Damage Liability Insurance (including
- Completed Operations)

Limits of Liability. The insurance required shall be written for not less than the following or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

Type	Limit
Workers' Compensation	
State	Statutory
Employer's Liability	$1 Million Each Accident
Comprehensive Automotive Liability Insurance	$500,000 Each Occurrence (A Combined Single Limit)
General Liability	$1 Million Each Occurrence (School District as Additional Insured)
Personal and Advertising Injury	$250,000

Notice of Claims or Litigation. The Contractor agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Contractor's knowledge, the County representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

30.0 INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Contractor shall protect, defend, indemnify and hold the School District of Bay County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this contract or Contractor's officers, employed, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the County. The School District shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School District. The provisions of this section shall survive the expiration or earlier termination of this contract.

_____	_____
BIDDER'S COMPANY NAME	**AUTHORIZED SIGNATURE (MANUAL)**
_____	_____
PHYSICAL ADDRESS	**AUTHORIZED SIGNATURE (TYPED)**
_____	_____
MAILING ADDRESS	**TITLE**
_____	_____
CITY, STATE, ZIP	**EMAIL ADDRESS**
_____	_____
PHONE NUMBER	**FAX NUMBER**

31.0 PUBLIC RECORD LAW:

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws.

The Bay County School District takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, respondent must also simultaneously provide the District with a separate redacted copy of its response. This redacted copy shall contain the District's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "redacted copy." The redacted copy shall be provided to the District at the same time respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to respondents determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If respondent fails to submit a redacted copy with its response, the District is authorized to produce the entire documents, data or records submitted by respondent in answer to a public records request for these records.

32.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

32.1 This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School Board.

32.2 The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the School Board.

33.0 AGREEMENT: A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, negotiated term, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the District. **If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.**

34.0 JOINT PROPOSAL: In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the RFP Cover Sheet shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue

only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

35.0 POSTING OF RFP RECOMMENDATION/TABULATIONS:

35.1 RFP tabulations with recommended awards will be posted for review by interested parties, in the Purchasing Office, 1150 West 17th Street, Panama City, Florida 32405 and are also posted to the School District's Purchasing website address at https://www.bay.k12.fl.us/o/bds/page/bids The recommended award information for this RFP will be publicly posted on or about January 12, 2027 in the District Board Book available at https://go.boarddocs.com/fl/bcsdfl/Board.nsf/vpublic?open and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under chapter 120, Florida Statutes. Any proposer who is adversely affected by the recommended award may file a protest within the time prescribed in section 120.57(3), Florida Statutes.

35.2 These documents constitute the complete set of specifications, requirements, and/or proposal forms.

35.3 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by the reference as set forth herein.

35.4 Document files may be examined, during normal working hours, ten days after proposals have been opened.

DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

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 workplace program, a business shall:

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

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

3. Give each employee engaged in providing the commodities or contractual services that are under 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 employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

Vendor's Signature: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions.

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

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant, "person," "primary covered transaction," " principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participants agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not due it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but Is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except of transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals 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 will attach an explanation to this proposal.

Business Name: _____

Date: _____ By: _____

_____
Signature of Authorized Representative

Conflict of Interest/Disclosure: Proposer **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this proposal/proposal.

SECTION I

I hereby certify that no official or employee of Bay District Schools requiring the goods or services described in these specifications has a material financial interest in this company.

Signature	Company Name
Name of Official (Type or Print)	Business Address
	City, State, ZIP Code

SECTION II

I hereby certify that the following named Bay District Schools official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 830 W. 11th Street, Panama City, FL 32401, prior to proposal opening.

Name	Title or Position	Date of Filing
Name	Title or Position	Date of Filing

Signature	Company Name
Print Name of Certifying Official	Business Address
	City, State, ZIP Code

E-RATE CERTIFICATION FORM

Responder(s) must be a certified E-rate provider, shall have a "Service Provider Information Number" (SPIN) from the Schools and Libraries Division of the Universal Service Administrative Company, and be responsible for complying with all rules and regulations of the E-rate program. Evidence of this certification will be demonstrated by the return of the most recent Service Provider Annual Certification (SPAC-Form 473) along with the SPIN information.

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

Failure of Responder to maintain this certification, re-certify annually, or have certification revoked by FCC/SLD shall constitute a breach of contract. Further, Responder shall reimburse the District for the full amount of any and all invoices resulting from the services provided by Responder under the pending or current contract that is not reimbursed by the FCC/SLD because of Responder's lack of certification, failure to re-certify or revocation of certification, as required by the FCC/SLD.

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

Responder's Printed Name

_____

Responder's Signature _____

Responder's SPIN _____

Date of last certification _____

Attachment A
WAN Connectivity

Circuit Endpoints	Connection Type	Eligible Tiers Requested	Internet Routing Control
Margaret K. Lewis School (203 N East Ave) to **Nelson Building Data Center** (1311 Balboa Ave)	Dedicated Point-to-Point Transport (or Category 2 VPN Transport)	Symmetrical Options: • 250 Mbps Baseline • 500 Mbps Upgrade • 1 Gbps Upgrade • 2 Gbps Upgrade	Centralized and managed strictly at the Nelson Building Hub by the District.

- **Sites will connect to the data center located in the Nelson Building and be routed to the Internet by the district. Adequate bandwidth will be required at Nelson Building to accommodate the sites listed.**