

SANTA ROSA COUNTY SCHOOL BOARD

Dr. Karen Barber, Superintendent of Schools

Purchasing Department
6544 Firehouse Road
Milton, FL 32570-3411

Phone (850) 983-5130

Website: <http://sites.santarosa.k12.fl.us/purchasing/>

The Santa Rosa County School Board solicits a submission as listed in this request for proposal. All terms and conditions below are a part of this proposal request, and no proposals will be accepted unless all these terms and conditions have been met, unless superseded by the proposal specification. Rights are reserved to reject any and all proposals and to waive technicalities. Proposals not submitted in accordance with this proposal request will be rejected.

GENERAL TERMS AND CONDITIONS

1. The purchasing department will be the point of contact for this proposal, unless otherwise noted in the proposal specifications. The Purchasing Agent regarding this proposal is **Bryan Gabbard** and can be reached at: (850) 983-5130 or **gabbardb@santarosa.k12.fl.us**. Under no circumstances are the superintendent of schools, board members, school administrators or any other school board employee to be contacted concerning this proposal until after award. Any such contact may result in proposal disqualification.
2. Price, quality, specifications, payment discounts, warranty, travel time for warranty service, ability to provide service and time of guaranteed delivery will be the determining factors in the awarding of this proposal.
3. Proposal price shall be the delivered and unloaded price to the designated point according to the purchase order. *** Collect shipments will be refused *** No deposits or requests for pre-payment will be allowed.
4. Proposals may be awarded or rejected in whole or item by item, with rights being maintained to make joint awards if in the best interest of the district. The Santa Rosa County School Board will retain all copyright and patent rights that may be created by the contract resulting from this proposal. These rights are to include, but are not to be limited to written works, computer software and mechanical devices that are created as a requirement of this proposal.
5. Enough detail is given in the proposal to describe the item being requested, although not written, full manufacturer's specifications are implied. Manufacturer's specifications take precedent over information within this proposal if any discrepancy exists.
6. Any manufacturer's name, trade name, brand name, information and/or catalog numbers listed in a specification are for information only to describe and establish general quality levels, not to limit competition. Such references are not intended to be restrictive. The bidder may offer any brand for which authorized to represent, which meets or exceeds the specifications for any and all items. If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number and indicate any deviations from the specifications. **IMPORTANT NOTE:** If offering an alternate, complete manufacturer's literature, giving full description of the alternate being offered, must be submitted. Failure to submit manufacturer's descriptive literature when offering an alternate can result in proposal rejection for failing to comply with proposal instructions. Any proposal lacking written indication of intent to quote an alternate brand will be considered and received as a proposal in complete compliance with the specifications as listed in the proposal. If upon receipt it is found not to meet specifications, payment will not be made and the item will be returned at the contractor's expense.
7. For Service and Term contracts, the board reserves the right to provide all services internally, and similar goods and services may be procured through a general contractor or other existing contract. The board also reserves the right to separately bid out large purchases of similar goods and services.
8. In the event more than one proposal is submitted for a line item, please indicate the alternate item by inserting "ALT" after the unit price.
9. To be considered all proposals must be submitted on the enclosed proposal form, properly signed by an authorized representative on the company placing the proposal, and delivery date stated.
10. In the event of an error in extending the total cost of an item, the total price submitted will prevail.
11. Proposals must be submitted electronically through BidNet Direct, located at <https://www.floridabidsystem.com> unless otherwise stated in RFP specifications. Proposals by telephone or fax will not be accepted.
12. The proposal opening shall be done publicly and at the time noted in the proposal specifications.
13. Tie proposals will be awarded to the bidder with the earliest postmark or if hand delivered, the earliest actual time noted or stamped on the envelope. It is the bidder's responsibility to insure the actual date and time are noted on the envelope.

Santa Rosa County School Board
RFP 22-04-BG WAN Telecommunications Services

14. A notice of intended decision will be posted in the office of the Purchasing Director one week prior to award. A notice of intended decision will be furnished only to bidders who supply a self-addressed, stamped envelope with their proposal or by downloading from the purchasing department internet web site at <http://sites.santarosa.k12.fl.us/purchasing>. Bidders and interested parties may examine the proposal tabulations and files during normal business hours (public record) after proposals have been awarded.
15. Rights are reserved to purchase additional quantities at proposal price.
16. Based on School Board Policy [7.70 X](#), Direct Purchasing, the School District may elect to purchase materials and equipment included in a contractor's proposal directly from the supplier.
17. Payment will not be made until an order is completed in full.
18. The successful bidder will allow duly authorized representatives of the board, the Auditor General of the State of Florida, the Comptroller General of the United States, or other authorized representatives access to any books, documents, papers, and records of the bidder which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
19. When contract is federally funded, retention of all required records is to be for three years after grantees or sub grantees make final payments and all other pending matters are closed in accordance with [2 CFR 200.333](#).
20. Failure to file a protest within the time prescribed in Section [120.57\(3\)](#), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. All contact in this regard to be made exclusively with the Purchasing Department. In the event of litigation involving this contract, the venue shall be Santa Rosa County Florida. Arbitration will not be an acceptable means to resolve disputes.
21. Conflicts of interest as per [F.S. 287.057\(17\)](#):
 - a. The contractor must provide in writing any potential conflict of interest, real or apparent, to the School District. This could include, but is not limited to any School Board Member or employee holding an office in the contract company.
 - b. Any employee of the contractor that may have a conflict of interest in the proposal, real or apparent, must recuse themselves from the submission process.
 - c. Failure to disclose any potential conflict of interest could result in disqualification of the vendors proposal as a nonresponsive bid or termination of the contract for cause if the contract has already been awarded.
22. Notice of noncompliance per [2 CFR Appendix II to Part 200\(A\)](#) and [Florida Statute 287.058](#): should a contractor fail to fulfill obligations in part or whole of the contract award, the School Board will issue a Notice of Noncompliance to the contractor. The Notice of Noncompliance will detail the infraction(s), remedy(ies) and the date in which compliance must be met. Failure to correct the deficiencies after the issuance of the notice, the School Board will move to terminate the contract as outlined in paragraph 23 below.
23. Termination per [2 CFR Appendix II to Part 200\(B\)](#) and [Florida Statute 287.058](#):
 - a. The School Board may terminate an agreement, in part or in whole, for its convenience or the failure of the bidder to fulfill contractual obligations. The School Board shall terminate by delivering to the bidder a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the bidder shall:
 - i. Immediately discontinue all services affected (unless the notice directs otherwise).
 - ii. Deliver to the School Board all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.
 - b. If the termination is for the convenience of the School Board, the School Board shall only be liable for payment for services rendered before the effective date of the termination.
 - c. If the termination is due to the failure of the bidder to fulfill its obligations under the contract, The School Board may:
 - i. Require the bidder to deliver any work described in the Notice of Termination.
 - ii. Take over and prosecute the same to completion by contract of otherwise and the bidder shall be liable for any additional cost incurred by the School Board.
 - iii. Withhold any payments to the bidder for purpose of set-off or partial payment, as the case may be, of amounts owed by the School Board to the bidder.
 - d. In the event of termination for cause, the School Board shall be liable to the bidder for reasonable costs incurred by the bidder before the effective date of the termination. Any dispute shall be decided by the School Board's Director of Purchasing and Contract Administration.
24. (Service proposals only) Insurance required to be carried shall include:
 - a. Insurance
 - i. The Company shall furnish proof of the following insurance to the Board by Certificate of insurance.
 - ii. The Certificate of Insurance shall state that the School Board, including its agents and employees, are additional insureds under the policy or policies.
 - iii. The Company shall provide Certificates of Insurance to the District's Risk Manager at 6032 Hwy 90, Milton, FL, 32570 prior to the start of any work under this contract.

Santa Rosa County School Board
RFP 22-04-BG WAN Telecommunications Services

- iv. The Companies insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this contract.
 - v. All insurance policies shall be issued by companies either of the following qualifications:
 - vi. The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, Published by A.M. Best company.
 - vii. With respect only to Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurer fund pursuant to Florida Statutes.
 - viii. Workers' Compensation Insurance. The Company shall maintain Workers' Compensation coverage as required by Florida Statute 440, covering all Company employees employed in connection with this contract and Employers Liability Insurance with minimum limits of \$1,000,000 per occurrence.
 - ix. Comprehensive General Liability Insurance. The Company shall procure and maintain for the life of the contract/agreement, Comprehensive Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the contract. The coverage must be on an occurrence form basis with minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability
 - x. Business Automobile Liability. The Company shall procure and maintain, for the life of the contract/agreement Business Automobile Liability Insurance with minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be on an "Any Auto" or "Comprehensive Form" policy. The coverage shall be on an occurrence form policy. In the event the Company does not own any vehicles, hired and non-owned coverage shall be provided in the amounts listed above.
- b. Indemnification / Hold Harmless
- i. Contractor agrees to indemnify and hold harmless the School Board, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of Contractor's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Agreement; (b) Contractor's material breach of this Agreement or law; or (c) any failure by Contractor to pay its suppliers or any subcontractors. In addition, Contractor shall indemnify, protect and hold the School Board harmless against all claims and actions brought against the School Board by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by Contractor, except when School Board, or required Contractor to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Agreement. Contractor shall not indemnify the School Board for intentional or negligent conduct of the School Board or any other cause of action caused by or through the fault of the School Board.
 - ii. The School Board agrees to indemnify and hold harmless Contractor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School Board's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Agreement; or (b) the School Board's material breach of this Agreement or law. In addition, the School Board shall indemnify, protect and hold Contractor harmless against all claims and actions brought against the Contractor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School Board or required by the School Board to be used by Contractor, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Agreement.
 - iii. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections i and ii above, the School Board and Contractor do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections i and ii above, the School Board and Contractor shall notify one another of any such claim promptly upon receipt of same. The School Board and Contractor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the School Board or Contractor

Santa Rosa County School Board
RFP 22-04-BG WAN Telecommunications Services

choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Agreement.

Direct all insurance inquiries to Risk Management (850) 983-5007.

25. Person or persons submitting a proposal who contends that all or part of the proposal, (record), is exempt from inspection and copying, shall state the basis of the exemption, (on the proposal document, in writing), that he or she contends is applicable to the record. This is to include the statutory citation to an exemption created or afforded by statute.
26. In accordance with Florida Statute 1011.14, funding is subject to availability of appropriated funds.
27. **The Jessica Lunsford Act:** The Santa Rosa County School District reserves the right to refuse to accept services from any personnel deemed by the Santa Rosa County School District to be unqualified, disorderly, or otherwise unable to perform assigned work. This law, effective September 1, 2005, affects your business if you, your employees or your agents will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds. A copy of House Bill 1877, which was approved by the Governor on May 2, 2005 (Chapter 2005-28, L.O.F., section 21) may be found by accessing the following link on the internet: http://laws.flrules.org/files/Ch_2005-028.pdf. The requirements of this new law must be met in order for the School Board to continue working with you. The implementation procedures for this new law, as well as the amendment of July 2007, are posted on our website, at: <http://srcsdhumanresources.weebly.com/jessica-lunsford.html>
28. As per [Florida Statute 119.071](#) (Public Records) sealed proposals, proposals or replies received by an agency in response to a competitive solicitation shall be exempt from public inspection or copying until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, or final replies, whichever is earlier.
29. (Service Contracts Only) Pursuant to [Florida Statute 119](#), the contractor must follow all public records law.

30. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850)983-5030, WestE@santarosa.k12.fl.us, OR 6032 HWY 90, MILTON, FLORIDA 32570.

31. A contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under [Florida Statute 119](#).
32. The School District has reviewed Florida State purchasing agreements and state term contracts.
33. (Online Software Services Only) The District takes the confidentiality and security of our student information very seriously. The contractor must adhere to the following:
 - a. Maintain confidentiality of all data.
 - b. Use provided data only for the specified purpose.
 - c. Take all steps reasonably necessary to protect confidential information and to prevent confidential information from falling in to the public domain or into the possession of unauthorized persons.
 - d. Destroy or return all data to the District upon termination of the contract.
 - e. Encrypt the Data by SSL or other cryptographic method anytime it is transmitted electronically.
 - f. Sign the District's Data Disbursement Confidentiality Disclosure Agreement, yearly, which can be reviewed at this link: <https://www.santarosa.k12.fl.us/docsabc/> or sign the Student Privacy Pledge at <https://studentprivacypledge.org/>, in lieu of signing the confidentiality agreement, and remain a valid signatory.
 - g. Provide no-cost support for one of the following methods of federated Single Sign-On through our SSO platform ClassLink (classlink.com), excluding any Clever integration, if student or teacher login is required:
 - a. LTI 1.0 or higher
 - b. OAuth 2.0
 - c. SAML
 - d. ADFS
 - h. Use [IMS Global OneRoster v1.1](#) REST API or accept OneRoster CSV files via SFTP using ClassLink Roster Server (<https://www.classlink.com/rosterserver/>), excluding any Clever handshakes, if student or teacher login is required and service requires rosters. OneRoster integration must use OneRoster enrollments data to create class structures and enroll students.
 - i. Automatically provision (create) accounts on first launch for services that do not require roster data.
34. Contractors must comply with the Equal Employment Opportunity provisions of [41 CFR Part 60](#). Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include

Santa Rosa County School Board

RFP 22-04-BG WAN Telecommunications Services

the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

35. Contractors must comply with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations will be reported to the Federal awarding agency.
36. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
37. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
38. Contractors with awarded contracts in the amount in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
39. Contractors with awarded contracts in the amount in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
40. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) will not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
41. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

***** PROPOSAL SPECIFICATIONS *****

The Santa Rosa County School Board, Milton Florida, solicits your company to submit a proposal on “RFP 22-04-BG WAN Telecommunications Services” as listed in this proposal request. All terms and conditions below are a part of this proposal request. No proposals will be accepted unless these terms and conditions have been met. Rights are reserved to reject any and all proposals and to waive technicalities. Proposals which are not submitted in accordance with this proposal request will be rejected.

Term of Contract - The contract resulting from this proposal shall be for a five (5) year period, if funded, beginning on or about **July 1, 2022** and ending June 30, 2027, and may be renewed for five (5) additional one (1) year periods. The contract may be extended for a period not to exceed 6 months from last annual renewal and is subject to the same terms and conditions set forth in the initial contract. Either party may cancel the contract, without reason, with written notification. Cancellation must be in writing and received two hundred and ten days (210) days prior to **June 30th** of each contract year. Silence from both parties will be considered as acceptance for another contract year at the same terms and conditions. This condition is not to preclude providing the lowest possible price based on current economic conditions. If economic conditions warrant a change in the conditions or terms of the contract, either party may exercise the cancellation privilege on the next anniversary date without prejudice. The resulting contract from this proposal may be canceled by the Santa Rosa County School Board, at any time, for the contractor’s failure to comply with proposal specifications. Funding for this proposal is subject to availability of appropriated funds. Invoices are to be broken down and detailed as per items listed on proposal form and will be audited for the length of this contract.

Evaluation of Proposals - A committee will review and rank proposals based on various factors, including but not limited to company history, qualifications, location, performance references, responsiveness and price. Presentations may be requested of the top ranked contractors. If necessary, the committee will enter into negotiations with the company that receives the number one ranking.

Submission of Proposals – All proposals must be submitted electronically through BidNet Direct, located at <https://www.floridabidsystem.com> prior to **3:00 PM CST, February 7, 2022**. All documents requested shall be uploaded by the vendor to the BidNet Direct. Proposals submitted will be publicly reviewed in the Director of Purchasing and Contract Administrator’s office at **3:15 PM CST, February 7, 2022**, to be acknowledged and referred to the Purchasing Manager for tabulation and to the Committee for evaluation. The notice of intended decision will be posted by **4:00PM CST, March 1, 2022**. The contract award will be at the School Board meeting of **March 8, 2022**, or a later date if additional study is required. Those submitting proposals and interested parties are invited and encouraged to attend both the opening and award. Only the names of the companies submitting a proposal will be announced verbally at the RFP opening per Florida Statute 119.071.

Visit <https://sites.santarosa.k12.fl.us/purchasing/registration/intro.htm> to register with BidNet Direct in order to submit a bid for this solicitation.

Questions and Answers – Questions are to be submitted electronically through BidNet Direct no later than **January 24, 2022**. Questions will be reviewed and those determined to be relevant to the RFP will be answered and posted by **February 1, 2022 4:00PM CST** to BidNet Direct.

SCOPE OF WORK

1.1 GENERAL INFORMATION

Santa Rosa County School Board

RFP 22-04-BG WAN Telecommunications Services

The Santa Rosa County School Board of Education (hereinafter referred to as "The Customer") intends to lease stable, reliable, high speed WAN Telecommunications services for schools and other locations as described in section 1.2. The customer herewith requests proposals for these services as described in the attached specifications from interested persons (hereinafter known as "The Vendor"). The vendor must submit a bid for all areas and show an integrated approach with respect to hardware, services and support. Prices quoted shall be all-inclusive. The customer reserves the right to reject any and all proposals, waive any technicalities, and award all or part of the contract in a manner that is in the best interest of the Santa Rosa County School Board. It is expected that this WAN Service will start at 31 locations as identified in section 1.4 and over the term of the contract additional schools may need this service.

These services will meet the Federal Communications Commission definition of "leased services" (paragraph 193 of FCC's fourth Order on Reconsideration)

All aspects of this project must comply with the Federal Communication Commission's competitive bidding requirement for Universal Service Fund (USF) support and services and with any applicable local or state bidding requirements. The successful vendor must be a telecommunications provider as defined by e-rate guidelines and provide documentation of telecommunications SPIN number.

Vendors should be aware that an E-Rate form 470 is posted on the Schools and Libraries Division (SLD) web site. Service is to coincide with Year 2022 Educational Discount Rate for Telecommunication Services (E-Rate) funding (07/01/2022 – 06/30/2023)

1.2 EXISTING SERVICES

The Santa Rosa County School District currently utilizes AT&T ASE Classic at 31 sites with symmetrical bandwidth speeds from 100Mbps – 10Gbps. This RFP is soliciting WAN services ONLY without managed routers.

1.3 SCHEDULE OF EVENTS

The following is the required schedule of events for this project. The schedule may change depending on the results of the responses and a final schedule will be established prior to contracting with the successful vendor.

Event	Date & Time
1. Release of RFP to Bidders/ 470 Posted	January 10, 2022
2. Deadline for Proposal Submission	February 7, 2022
3. Open Proposals	February 7, 2022
4. Evaluation of Responses	February 22, 2022
5. Contract Award	March 8, 2022
6. Installation Starts	March 2022
7. Installation Completed / Service Start	July 1, 2022

1.4 INSTALLATION

The Vendor must provide any surveys, designs, procurements, and configurations necessary to detail that their WAN service meets the requirements of the network services requested by the District. This includes obtaining all permits, zoning requests, and inspections required by law, statute, or ordinance necessary to provide the requested service. Network Services are to be installed at the specified sites listed below with demarcation of vendor's services to be provisioned at the school on a fiber optic ethernet interface provided by the vendor at the customer's designated demarcation. The Vendor must provide the turnkey installation, operation, and maintenance by a single supplier of wide area network (WAN) services. Installation work needs to be clearly quoted and described.

1.5 CONNECTIVITY LOCATIONS and Initial Minimum Upload Bandwidth Requirement

The following sites should be considered the sites involved in the comprehensive network design. In addition to these sites this service may be expanded to new district schools that are added over the course of the contract. This also includes schools that may be removed from this list. A Service Delivery Point (SDP) is an interface between the service provider's facilities and the District's facilities (demarcation). Each SDP is the combined physical, electrical, and service interface between the successful Service Provider's network and the customer on premise equipment. The District will authorize the use of a reasonable amount of floor space and power at District locations for the installation of the successful service provider's equipment without charge. The following chart shows the current speeds at the sites. Speeds may increase or decrease and is not limited to what is listed below.

Santa Rosa County School Board
RFP 22-04-BG WAN Telecommunications Services

Location	Center#	Address	ZIP Code	Current Speed
Central School	0021	6180 Central School RD, Milton FL	32570	1 Gbps
Berryhill Elementary School	0041	4900 Berryhill Rd., Milton FL	32570	1 Gbps
Bagdad Elementary School	0051	4512 Forsythe St., Milton FL	32583	1 Gbps
Chumuckla Elementary	0061	2312 Hwy 182, Jay FL	32565	500 Mbps
East Milton Elem.	0071	5156 Ward Basin Rd., Milton FL	32583	1 Gbps
Gulf Breeze Middle, High, & Elem	0102	649 Gulf Breeze Pkwy, Gulf Breeze FL	32561	2 Gbps
T R Jackson Pre-K Center	0131	4950 Susan St., Milton FL	32570	250 Mbps
Jay Elem & High	0142	13833 Alabama Street, Jay FL	32565	1 Gbps
Milton High	0151	5445 Stewart Street, Milton FL	32570	1 Gbps
S S Dixon Primary	0171	4560 Pace Patriot Blvd, Pace FL	32571	500 Mbps
Pace High School	0182	4065 Norris RD, Pace FL	32571	2 Gbps
W H Rhodes Elementary	0191	5563 Byrom St, Milton FL	32570	1 Gbps
R Hobbs Middle	0231	5317 Glover Lane, Milton FL	32570	2 Gbps
King Middle	0261	5928 Stewart Street, Milton FL	32570	1 Gbps
Holley Navarre Middle	0272	1976 Williams Creek Rd., Navarre FL	32566	1 Gbps
Holley-Navarre Primary & Intermediate	0281	8019 Escola St. Navarre FL	32566	1 Gbps
Pea Ridge Elementary	0301	4775 School Lane, Pace FL	32571	1 Gbps
Oriole Beach Elem.	0311	1260 Oriole Beach Rd., Gulf Breeze FL	32563	1 Gbps
Bennett C Russell Elem. School & Avalon Middle	0312	3740 Excalibur Way, Milton FL	32583	1 Gbps
Locklin Technical Center	0321	5330 Berryhill Rd., Milton FL	32570	1 Gbps
S S Dixon Intermediate	0331	5540 Education Dr., Pace FL	32571	1 Gbps
Thomas Sims Middle School	0332	5500 Education Dr, Pace FL	32571	10 Gbps
West Navarre Primary	0341	1955 Lowe Rd., Navarre FL	32566	1 Gbps
West Navarre Intermediate School	0342	1970 Cotton Bay Lane, Navarre FL	32566	1 Gbps
Navarre High	0351	8600 High School Blvd, Navarre FL	32566	2 Gbps
Woodlawn Beach Middle	0361	1500 Woodlawn Way, Gulf Breeze FL	32563	1 Gbps
East Bay K-8	1361	2533 Elkhart Dr, Navarre, FL	32566	1 Gbps
Marine Science Center	9009	8638 Blue Herron Cr. Navarre FL	32566	100 Mbps
Support Services Complex	9007	6556 Firehouse Road, Milton FL	32570	500 Mbps
Dillon Admin Center	9021	6032 Hwy 90 Milton FL	32570	1 Gbps
Canal Street Office	9033	5086 Canal St., Milton FL	32570	10 Gbps

2.1 WAN CONFIGURATION

Connections at District sites shall support services of up to 10Gbps ethernet with the ability to scale the service as necessary without replacement of network elements. The Vendor will Provide assured level of service with continuous monitoring of link status and provide response to disruptions and outages with ready access to necessary technical staff and materials according to a service level agreement.

The WAN solution must be fiber optic based. The service must support symmetrical bandwidth speeds from 100Mbps to 10Gbps from site to site on the vendor provided WAN, dependent on each site's committed information rate. The handoff to district equipment must be multimode fiber. The district will utilize its own layer 3 core switches for routing. The service must also support multiple VLANs for traffic segregation purposes.

The service provider must convince the District that its approach will meet the District's requirements.

The successful service providers must comply with the following service levels:

- The network and each link shall operate and be available continuously at full capacity.
- Each network link must be available at least 99.999 percent of the time on average per month by taking industry

Santa Rosa County School Board

RFP 22-04-BG WAN Telecommunications Services

standard commercially reasonable precautions. Natural disasters, interruption of electrical power, or damage reasonably beyond the Vendor's control will not be accrued to downtime. The District will provide power backup via a UPS in the demarcation location.

- Outages for maintenance and upgrades shall be scheduled and conducted at a time agreed to in advance by the District and will not be accrued to network downtime. Systems maintenance and upgrades must not exceed 2 hours per month of network availability. Systems maintenance exceeding 2 hours in any month will be considered downtime and appropriate SLA measures and District credits will be enforced.
- The average round trip packet latency will not exceed an average of 5 milliseconds over any daily period.

Of primary concern to the District is the proposed network's ability to be upgraded to provide increased bandwidth as it is required in the future. The service provider must be able to change the minimum committed information rate provided to a site, either by increasing or decreasing the minimum committed information rate from a minimum rate of 100Mbps to 10Gbps. Changes in information rate will cause an increase or decrease of charges for the SDP as of the requested effective date. Changes to the committed information rate shall take effect at a date agreed to by the District and the Service Provider.

2.2 INTEGRATED SERVICE SOLUTIONS

For new sites, the vendor must provide (at no additional cost) all Integrated Service Solutions that are inherent to the function of its network, including applicable equipment, install, test, and walk through.

3.1 24 X 7 ACTIVE MONITORING SERVICES

Vendor will provide 24 x 7 active monitoring of its infrastructure components to provide visibility and quick response to any issues which may affect WAN service.

3.2 TROUBLE SERVICES

Definition: end-to-end network availability is defined as the total number of minutes in a billing month during which a site SDP is available to exchange data with the District Network Operations Center at the level of service purchased (i.e. bandwidth or committed information rate), divided by the total number of minutes in a billing month. An outage is not limited to a 100 percent loss of connectivity between the SDP and the District Network Operations center, it may also be a degradation in service where the ability to transmit information falls below the purchased rate.

Commitment: The service provider must commit to provide a minimum of 99.999% availability each month for each site connected.

Calculation: The calculation of end-to-end Network Availability will be reduced for every minute after the District opens a trouble ticket for a site with the service provider until the service is restored.

$$\text{End-to-End Network Availability (\%)} = \left(\frac{\text{Total number of minutes in a billing month during which a service is available to exchange data between two customer end points}}{\text{Total of minutes in the billing month}} \right) \times 100$$

Remedy: If any end-to-end network availability falls below 99.999% in a calendar month then for outages of an hour or less the District receives a (3) day, prorated monthly charge credit for the troubled circuit. For outages over an hour, the customer receives an additional (1) day credit for each hour the outage persists up to 100% of the monthly circuit charge. Credits must be automatically issued by the service provider and appear as credits (clearly indicating the trouble ticket number and the site circuit id and customer provided field) in the next billing cycle following the closure of the trouble ticket. Failure to issue automatic credits as detailed above that require District personnel intervention to resolve will result in seven (7) days prorated monthly credit for each impacted site each month until the credit issue is resolved.

Santa Rosa County School Board
RFP 22-04-BG WAN Telecommunications Services
Time to Respond

Definition: Time to respond is defined as the time required for responding to a report of service outage from a partial or total disruption to the committed service level.

Commitment: Time to respond to a partial outage of any link shall not exceed two hours. Time to respond to a total outage shall not exceed twenty minutes. The "time to respond" begins at the time when the service provider's network monitoring system reports the service impairment to the trouble ticketing system or when the District reports the service interruption to the service provider via the trouble ticketing system (whichever comes first). It ends upon confirmation by the service provider to the District that the service ticket has been assigned to a technician or other representative.

Calculation: Calculation of the Time to Respond is the interval of time between trouble ticket creation and ticket assignment.

Remedy: Each time the service provider fails to meet the time to respond commitment, the District will receive a service credit equal to one (1) day's prorated contracted, monthly recurring service charge for the impacted site circuit. The District will receive an additional (1) day's service credit for each subsequent interval of service outage where time to respond commitment has been exceeded.

For example, a service outage with a response time of 40 minutes would equal two (2) days Service Credit (2 x 20-minute periods). Credits must be automatically issued by the Service Provider and appear as credits to the District (clearly indicating the trouble ticket number and the site circuit id and customer provided field) in the next billing cycle following the closure of the trouble ticket. Failure to issue automatic credits as detailed above that require District personnel intervention to resolve will result in seven (7) days prorated monthly credit for each month until the credit issue is resolved.

4.1 VENDOR REFERENCE LIST

Bidding vendors must provide a reference list of schools where they have prior experience with providing integrated services as defined by the Schools and Library Division and have successfully secured E-rate funds of at least \$1,000,000 for schools.

4.2 VENDOR EXPERIENCE

Vendors must give at least 5 examples of experience with installation of large-scale interconnected sites that have equal broadband connectivity services (1Gbps or greater) to each site; at least one of these examples must be similar in size and scope that is referred to in this RFP (*See section 1*). The vendor must also provide a minimum of five (5) references for leased Internet connectivity services of similar work, both in scope and design that have been completed by the vendor within the last five years.

The customer may, with full cooperation of the vendors, visit client installations to observe equipment operations and consult with references. Specified visits and discussion shall be arranged by the District.

5.1 PROPOSAL BINDING PERIOD

Prices quoted in the vendor's response for all services and equipment will remain in effect for a period of at least 90 business days from the issuance date of the vendor's response. The vendor must understand that the customer will use e-rate discounts for these services. According to e-rate guidelines, the contract for service must be signed prior to the submission of FCC Form 471. **The vendor must be willing to sign a contract for service that is contingent on receipt of the Funding Commitment Decision Letter.**

5.2 OMISSIONS

Omissions in the proposal of any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

5.3 FINANCING

Santa Rosa County School Board

RFP 22-04-BG WAN Telecommunications Services

The customer desires to lease [under definition of the term ‘lease’ given in Para. 193 of Fourth Order on reconsideration, School and Libraries Corporation] telecommunication services using funds made available to the School System through the Federal Communications Commission E-Rate. After notification of award the vendor should be prepared to enter into a contract that will include a Contingency Clause which states the contract being executed is contingent on the FCC fund administrator approving the Contract for Universal Services Funding. The contract should include the amount of funds that the FCC Fund Administrator will be required to pay based on the schools E-Rate percentage. After notification by the Schools and Libraries Corporation (FCC Fund Administrator) of the acceptance of the Universal Services Contract, the contingency will be removed and the contract will become a legal and binding agreement between the customer and the vendor. At such time, the customer will issue a purchase order to document the amount of payment by the school system and the FCC Fund Administrator. In return for the installation and implementation of the products and services leased, the customer shall pay the vendor the customer’s portion of the lease as established by E-Rate on a monthly basis in a timely manner. The customer also agrees to work jointly and cooperatively with the vendor in completing any and all paperwork necessary and required for the vendor to receive payment by the FCC Fund Administrator for the FCC’s portion of the lease.

5.4 VENDOR REGISTRATION WITH THE SCHOOLS AND LIBRARIES CORPORATION

The vendor must provide proof of registration with the Schools and Libraries Division (SLD) for reimbursement under E-Rate guidelines. If the vendor fails to file the appropriate forms with the SLD or fails to receive an SLD vendor number, the Board of Education is not responsible for the discounted portion of the vendor’s bill. The vendor must generate an invoice for the USF portion of the bill in accordance with SLD regulations. The vendor is responsible for supplying the SLD TELECOMMUNICATIONS SPIN number with the bid.

5.5 PRICE QUOTATIONS

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manual, tools, and the provision of all labor and services necessary or proper for the completion of the work.

5.6 PRODUCT EQUIVALENCE

The name of specific brand, make or manufacturer references is to denote the quality standard of the article desired, but does not restrict the proposing Vendor to the specific brand, make, manufacturer, or specification named. It is set forth to convey the general style, type, feature set, character or quality of the article desired, to the prospective vendor. The sole and final decision regarding equivalence will reside with the customer.

5.7 EVALUATION OF RESPONSE

The customer may, at its discretion and at no fee to the customer, invite any vendor to appear for questioning during response evaluation for the purpose of clarifying statements in the response. Proposals will first be screened based upon compliance with the base requirements. The evaluation criteria includes the following:

CATEGORY	WEIGHT	CONSIDERATIONS
Price	3	Invoice Base Rate, Mark-up %, Penalties
Prior Experience	2.5	Time in Business, Size of Accounts Serviced, K-12 Experience
Personnel Qualifications	1.5	Experience, Certification or Qualifications of Vendor Techs
Management Capabilities	3	Contract Management, Handle Disputes, Training

5.8 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the vendors and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The vendors shall take affirmative action to ensure that minority and disadvantaged applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, or national origin.

5.9 FEDERAL COMMUNICATIONS COMMISSION

Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.

5.10 CODES, STANDARDS, AND ORDINANCES

Santa Rosa County School Board

RFP 22-04-BG WAN Telecommunications Services

All work shall conform to the latest edition of the National Electrical Code, the Building Code, and all local codes and ordinances, as applicable. ANSI/TIA/EIA-568-A and ANSI/EIA/TIA-569 shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI *Telecommunications Distribution Methods Manual* shall also be used during all installation activities. Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have responsibility for making interpretation

5.11 SAFETY

The vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The vendor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning “OSHA” and all applicable state labor laws, regulations and standards. The vendor shall indemnify and hold harmless the customer from and against all liabilities, suits, damages, costs and expenses (including attorney’s fees and court costs) which may be imposed on the customer because of the vendor, subcontractor, or supplier’s failure to comply with the regulations stated herein.

5.12 PATENTS AND ROYALTIES

The vendor, without exception, shall indemnify and hold harmless the customer and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the customer. If the vendor or subcontractor uses any design, device, or material covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

5.13 RIGHT TO REJECT

The customer reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Board of Education. The customer reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that the vendor proposes. The customer reserves the right to reject the proposal of a vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any vendor who in the opinion of the customer is not in a position to adequately perform the contract.

The customer reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of the Board of Education. Contracts will be awarded to the vendor submitting the proposal determined to be in the best interests of the school system.

6. ORDER OF PROPOSAL

Proposals are to be submitted in order by the following sections with every page numbered:

Section 1: Proposal Form

Section 2: Drug Free Workplace Form

Section 3: Public Entity Crimes Form

Section 4: Certification Regarding Lobbying Form

Section 5: Conflict of Interest Certification Form

Section 6: Business Proposal including:

Company History, company information, and date established

SLD Telecommunications SPIN Form (Attachment B)

Company Certifications/License/Etc.

References

Pricing information in a tabulated format with items from Attachment A

Other

Vendors must use the following form to quote price:

Santa Rosa County School Board
RFP 22-04-BG WAN Telecommunications Services

Complete this form and submit the original in a separate sealed envelope in accordance with the requirements of this RFP

- A. For accounting purposes, the monthly cost, per location and per service is to be broken down below. The monthly cost must include any additional charges – installation, equipment, etc.
- B. Items deemed by SLD as ineligible, and sold separately by the vendor, shall be priced separately.
- C. **Note: Costs are to be listed PRE E-RATE DISCOUNTS.**

Attachment A

	Current Speed	Monthly Estimated Cost to include Equipment, Installation, & Service	E-Rate Eligible?	Other Optional Services
Central School	1 Gbps			
Berryhill Elementary School	1 Gbps			
Bagdad Elementary School	1 Gbps			
Chumuckla Elementary	500 Mbps			
East Milton Elem.	1 Gbps			
Gulf Breeze Middle, High, & Elem	2 Gbps			
T R Jackson Pre-K Center	250 Mbps			
Jay Elem & High	1 Gbps			
Milton High	1 Gbps			
S S Dixon Primary	500 Mbps			
Pace High School	2 Gbps			
W H Rhodes Elementary	1 Gbps			
R Hobbs Middle	2 Gbps			
King Middle	1 Gbps			
Holley Navarre Middle	1 Gbps			
Holley-Navarre Primary & Intermediate	1 Gbps			
Pea Ridge Elementary	1 Gbps			
Oriole Beach Elem.	1 Gbps			
Bennett C Russell Elem. School & Avalon Middle	1 Gbps			
Locklin Technical Center & Santa Rosa Adult	1 Gbps			
S S Dixon Intermediate	1 Gbps			
Thomas Sims Middle School	10 Gbps			
West Navarre Primary	1 Gbps			
West Navarre Intermediate School	1 Gbps			
Navarre High	2 Gbps			
Woodlawn Beach Middle	1 Gbps			
East Bay K-8	1 Gbps			
Marine Science Center	100 Mbps			
Support Services Complex	500 Mbps			
Dillon Admin Center	1 Gbps			
Canal Street Office	10 Gbps			
TOTAL MONTHLY COST				
TOTAL YEARLY COST				

Having carefully examined the request for proposal documents prepared by Santa Rosa County School Board entitled **WAN Telecommunications Services, RFP 22-04-BG**, and together with such addenda, if any, as listed hereafter, the undersigned hereby proposes and agrees to provide all components as specified in the attached

Santa Rosa County School Board
RFP 22-04-BG WAN Telecommunications Services

proposal schedule, these sheets being a part of the proposal, for the total lease price shown and under the terms of the attached lease. **It is agreed that the undersigned has complied with all requirements concerning vendor qualifications, licensing, and with all other local, state, federal laws, and that no legal requirement has been violated in making or accepting this proposal in awarding a contract to him or in the delivery of products.** In submitting this proposal, it is understood that the right is reserved by the customer to reject any or all proposals and waive all technicalities/informalities in connection therewith. It is also agreed that this proposal may not be withdrawn for a period of Ninety (90) days from the opening thereof.

RFP ATTACHMENT B

Required

Certification of Vendor Qualification Compliance

Vendor Name

SLD Telecommunications Spin Number: _____

By indication of the authorized signature below, the Vendor does hereby make certification and assurance of the Vendor's compliance with:

1. The laws of the State of Florida.
2. That the Vendor's company has been responsible for securing at least \$5,000,000 in SLD e-rate funds for the purposes of providing Internet Service to schools and has provided the validation forms referenced in the RFP.
3. The vendor's company has provided proof of registration with the SLD.
4. That the vendor's 10 referenced accounts consist of schools that the vendor has had prior experience with providing integrated services as defined by the Schools and Library Division.
5. That the 5 examples provided by the vendor are school systems that the vendor has provided large-scale wireless interconnected sites that have equal broadband connectivity services of 10 Mb or greater to each site.
6. That the vendor is experienced in erecting poles and that the examples given are examples of schools where poles have been erected.
7. That the responding vendor meets all of the qualifications outlined in 5 of this RFP ***on their own merit***, not via other vendors' qualifications.
8. The Vendor has included a Cost Proposal/Price Sheet for services requested in this RFP.
9. The Vendor has included a proposed Vendor Lease Agreement for services requested (attachment).

Vendor Signature

Date:
