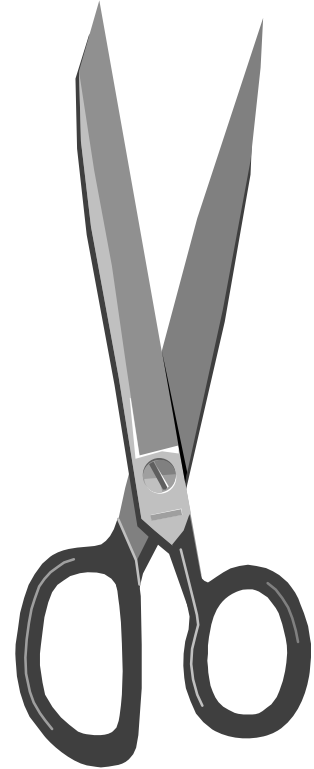


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

DELIVER TO: PURCHASING DEPARTMENT School Board of Polk County 1915 South Floral Avenue, PO Box 391 Bartow, FL 33831-0391	
SEALED BID DO NOT OPEN	
SEALED BID NO.:	031-MHH-1209
BID TITLE:	Internet Access
DUE DATE/TIME:	January 8, 2009 @ 3:00PM
SUBMITTED BY:	_____
	Name of company



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same web site from which you obtained this bid. Vendors receiving bids via US mail will be sent notification of all addenda. If you downloaded the bid from this web site, you will need to check the web site to see if there are any addenda that have been posted.

Interested vendors must have a completed vendor application on file with the School Board Purchasing Department prior to bid award in order for your bid to be considered. The Vendor Application Form is available from our web site at <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> Click on “[Vendor Application](#)” from the menu on the left side of the screen and follow the instructions.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

P.O. BOX 391
BARTOW, FLORIDA 33831-0391

1915 SOUTH FLORAL AVENUE
BARTOW, FLORIDA 33830-7124

INVITATION TO BID

Bid Title Internet Access

Bid File Number 031-MHH-1209 Posted December 4, 2008

Sealed bids will be received until 3:00 PM on January 8, 2009 in the School Board Purchasing Office at the above address. The official clock for the purpose of receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the official clock. Bids will be opened in the Purchasing Offices after the deadline for receiving bids. Any bid received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is vendors' responsibility to see that their bids are properly received at the correct location prior to the deadline. Your bid must be on this form with the Bidder Acknowledgment completed. Inquiries on this bid should be addressed to: Harold Hamby telephone (863) 534-0575, FAX (863) 534-0802, E-Mail harold.hambyjr@polk-fl.net.

BIDDER ACKNOWLEDGMENT

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

_____	_____
VENDOR NAME	MAILING ADDRESS
_____	_____
PRINT OR TYPE SIGNATURE AND TITLE	CITY, STATE, ZIP
_____	_____
WRITTEN SIGNATURE	DATE
_____	_____
TELEPHONE NUMBER (TOLL FREE, IF AVAILABLE)	FAX NUMBER
_____	_____
E-MAIL ADDRESS	FEID NUMBER

DISCOUNT: Our company offers the following discount schedule: _____.

NOTE: THE ABOVE BIDDER ACKNOWLEDGMENT MUST BE SIGNED FOR YOUR BID TO BE ACCEPTED.

GENERAL INSTRUCTIONS AND CONDITIONS

- CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted: June 30, 2012. Contract(s) awarded from this bid will begin on July 1, 2009 and will run through June 30, 2012.
- F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: Bartow, Florida.
- POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices on or about January 12, 2009 and will remain posted for a period of 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
- PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions". The School Board is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013927632C-8)

5. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in bid evaluation unless all other factors are equal. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
6. **DELIVERY:** Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number and product item number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the Bidder is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow deliveries, call Warehouse Receiving at (863) 534-0910. Truck drivers will be required to assist in unloading.
7. **QUANTITIES:** Quantities shown are not guarantees of purchase. The Board may purchase additional quantities during the life of the contract unless the bid sheets are noted, "Bid is for Specified Quantity Only," by the Bidder. The bid sheets must state, "Minimum Reorder Quantities," if applicable.
8. **EQUIVALENT PRODUCTS:** Any manufacturers' trade, brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered.
9. **SPECIFICATIONS:** All items offered must be in accordance with specifications except as noted above. Minor departures from specifications may be considered at the option of the Board. When applicable, all products shall carry evidence of Underwriters' Laboratory (UL) listing and comply with the requirements of the Occupational Safety and Health Act, (OSHA). When applicable, delivered items must be accompanied by a Material Safety Data Sheet (MSDS). If product packing or packaging is to be different than specified in the bid, the Bidder must state any deviation. The bid, lacking any statement to the contrary, will be received as being in complete compliance with specifications. When more than one bid meets all specifications, the Board reserves the right to determine the "Lowest and Best" bid. Bid items are subject to testing at the Bidder's expense. Delivery of items not meeting specifications is cause for removal from the list of acceptable Bidders and no payment will be made for the entire delivery, including usage.
10. **SAMPLES:** When requested, samples will be furnished at Bidder's expense. Requests for sample returns must be made within 30 days of the bid opening. If no return request is made, the samples will become the property of the Board. Failure to submit samples when required may result in non-acceptance of the bid.
11. **SERVICE AND WARRANTY:** Bidder should attach any warranties offered and explain warranties and service provided. These may not be in conflict with warranties required in the specifications.
12. **ACCEPTANCE OR REJECTION:** The right to accept or reject any bids or individual items in the bids and to waive irregularities in bids is reserved by the Board.
13. **DETERMINATION OF BID AWARD BASIS:** Unless specifically excluded by the Bidder, bid awards may be made on either a composite or a line item basis.
14. **MISTAKES:** In case of mathematical errors, the Bidder's unit price shall be considered the bid price. It is the Bidder's responsibility to understand the terms, conditions, and specifications of the bid. Failure to do so will be at the Bidder's risk.
15. **PLACING AND ACCEPTANCE OF ORDERS:** The award of this bid does not constitute an order. Before delivery is made the Bidder must receive a duly executed purchase order or contract. Acceptance by the Bidder is assumed upon issue by the Board of a duly executed purchase order or contract. Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Bidder until acceptance by the Board.
16. **ASSIGNMENT, INVOICES, AND PAYMENT:** No assignment of an order or monies to be derived there from is acceptable without the prior written approval of the Board. All invoices must be submitted in triplicate to the Board with each purchase order being invoiced separately. Payment shall be made upon presentation of properly prepared invoices. Payment is generally made on the next Friday following the week in which invoicing is completed.

17. **PERFORMANCE:** If the Bidder refuses or is unable to make delivery within a reasonable time, the Board may hold the Bidder responsible for any damages or costs incurred by the Bidder's actions. The Board may withhold payments pending satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.
18. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.
19. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.
20. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
21. **ADDENDUM:** Any changes in this bid shall be in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum shall be returned with this bid by the Bidder.
22. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement. The request for extension shall be submitted by the Bidder in writing.
23. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
24. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
25. **AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.
26. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the General Conditions and Special Terms and Conditions in this bid solicitation are the only terms and conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
27. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from

participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

28. **DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.
29. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- a. The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
30. **NON-COLLUSION:** The bidder certifies, by submission and signature of this bid, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the bidder to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the bidder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this bid.

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

31. **SALES TO OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other public agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. (Check where applicable): Agree to extend pricing to ___ School Boards and/or ___ public agencies within the State of Florida.
32. **BID RESPONSES:** If the bid is to be returned via express mail or in a courier envelope, the bid the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded. The face of the sealed bid envelope should have attached the label included with the bid package or noted, the Bid File Number and "Attention: Purchasing Department - Sealed Bid." If there is not going to be a bid submitted, return the "No Bid" post card, or return the Invitation to Bid, marked, "No Bid."
33. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Purchasing or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of the terms and conditions of this contract.

The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.

SCOTT CLANTON
DIRECTOR, PURCHASING AND WAREHOUSING

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

Special Terms and Conditions

- A. **SCOPE:** This bid is to provide a full 100MB Internet Access Connection.
- B. **COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.
- C. **AWARD OF CONTRACT:**
1. The School Board of Polk County reserves the right to reject any or all bids and to waive any informalities or irregularities in any bids received.
 2. This bid will be awarded to responsive and responsible bidder qualified by experience to provide the service specified.
- D. **CONTRACT START DATE:** The anticipated start date will be after the start of E-rate year twelve (12) funding (July of 2009). All costs bid shall be considered the maximum cost allowed for this contract; however, lower prices may be accepted in the event of changing market conditions.
- E. **RENEWAL OPTION:** By mutual agreement of the School Board of Polk County and the awarded bidder this contract may be extended for one (1) additional three (3) year period at the same terms and conditions of the original bid. During the renewal lower prices may be accepted in the event of changing market conditions.
- F. **CONTRACT:** If the bidder requires an additional contract, then the bidder should include their sample contract as an attachment to their bid. Any contract proposed must incorporate all Terms and Conditions of this Invitation To Bid 031-MHH-1209. Charges are to be based upon the established billing period of the vendor and in accordance with Florida Statute.
- G. **DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS:** Written questions from potential bidders will be accepted by mail, facsimile or email addressed to the attention of Harold Hamby at 1915 S Floral Ave. Bartow, FL 33830. All written questions must be received by the Polk County School Board no later than 4:00 pm December 18, 2008. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the bidder at its own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. If warranted the School Board of Polk County will post the responses (as an addendum) to the same website where this Bid is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>.

H. **FUNDING OUT/TERMINATION/CANCELLATION:** Florida School Laws (Section 1011.14 Florida Statutes) prohibit School Boards from creating obligations on 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. Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all bidders.

The School Board may terminate or discontinue the services covered in this proposal at the end of the then current contract period upon ninety (90) days prior written notice to the successful bidders.

Such prior written notice will state:

- (a) That the lack of appropriated funds is the reason for termination, and
- (b) Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

I. **WARRANTY OF ABILITY TO PERFORM:** By signing the "Bidder Acknowledgment" on page 1 of this document, the Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy its Contract obligations. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Bidder shall immediately notify the District in writing if its ability to perform is compromised in any manner during the term of the Contract.

J. **QUALIFICATION OF BIDDERS:** In order to be considered for award of this bid, the bidder shall meet or exceed the following qualifications and provide documentation of same as requested below. Please return required submittal listed in items 1, 2, 3, 4, 5, 6, and 7 with your bid.

After bid opening the Polk County School Board reserves the right to request the required submittal listed below (References and subcontractors) should bidder not return these submittals with their bid packet. Any requested additional information must be received by the Polk County School Board Purchasing Department within three (3) days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the three (3) day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

1. The bidder shall have satisfactorily completed a minimum of three (3) recent contracts providing Internet Access similar in scope to the requirements outlined in the specifications of this Invitation To Bid. Bidder shall submit customer references for a minimum of three (3) contracts as defined in the preceding sentence. Invitation To Bid. A BIDDER REFERENCE FORM is provided for these references on page 14 of this invitation to bid.

2. Names and qualifications of personnel that will be assigned to provide the services required. Attach additional sheets if necessary.
3. Copies of any licenses and certifications required to provide the service requested in this Invitation To Bid (if applicable).
4. A statement as to your ability to provide the service requested in this Invitation To Bid including but not limited to the Tier level of your service and if applicable how many hops to a Tier I level. You may use the space provided for COMMENTS/WARRANTY on page 12 to describe how your firm will provide this service.
5. A diagram of the proposed connection of Polk County School Board to the Internet.
6. Provide with the bid submittal a description of the companies' service offering. The description shall include how you monitor your service, how you support your service, your service level agreements and your service credits in the event you do not meet the service level agreement. You may use the space provided for COMMENTS/WARRANTY on page 12 for these descriptions.
7. The awarded bidder must be registered with the USAC Schools and Libraries and have a SPIN # (service provider identification number) prior to submitting their bid response. The bidder must furnish the SPIN # in the space provided on the BID FORM & SPECIFICATIONS or your bid may be rejected as non-responsive.

K. CONTRACTOR REGISTRATION WITH THE SCHOOLS AND LIBRARIES DIVISION: The bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representatives are under suspension or debarment by the FCC. The bidder also certifies, by submission and signature of this bid, that the vendor is in compliance and will remain in compliance with e-rate rules, or the vendor agrees to reimburse the District for funds the District would have received if the vendor would have been in compliance with e-rate rules.

L. ALLOWABLE CONTRACT DATE: SLD rules stipulate applicants wait 28 days after the Form 470 is posted to the USAC website or after public availability of your Invitation To Bid (ITB), whichever is later, before selecting a vendor or executing a contract. In order to be considered for award all bidders must sign the BIDDER ACKNOWLEDGEMENT on page 1. Provided the bidder signs the BIDDER ACKNOWLEDGEMENT and enters a date prior to the end of the 28 day window the School Board of Polk County shall reserve the right to fax the bidder the signed page 1 of their bid response and request bidder to print and initial the current date and return page 1 via fax.

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

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

O. **ADDENDA:** It shall be the responsibility of each responding bidder to check The School Board of Polk County Purchasing Department website @ <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> for addendum related to this bid and to obtain all addendum.

P. **LINE ITEM CORRECTIONS:** The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

Q. **EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITES:**

1. Before submitting a bid, each Bidder should:

- (a) visit project site and become familiar with the facilities and equipment that may in any manner affect performance of the work
- (b) consider federal, state or local laws, ordinances, rules and regulations that may in any way affect performance of the work
- (c) notify the Purchasing Administrator of all conflicts, errors and discrepancies (if any) in the Bid Documents

2. The Bidder, by and through submission of a bid, agrees that he/she shall be held responsible for having examined the facilities and equipment; become familiar with the nature and extent of the work and any local conditions that may affect the work to be done and the technical expertise, equipment, materials parts and labor required.

R. **INSURANCE:** The contractor(s) shall take every precaution to prevent injury to persons, particularly children, or damage to public or private property while performing services under this agreement. He shall assume full responsibility for such occurrences if resulting from his operations. Before commencing work, the contractor shall furnish the School Board a certificate of insurance showing his coverage with the following minimum requirements:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Commercial General Liability	Combined Single Limit \$1,000,000 per occurrence
Automobile Liability	\$1,000,000 Combined single limit (All owned autos, or any auto if vehicles other than owned are used).

- a) The School Board of Polk County shall be named as an additional insured and certificate holder on the certificate for commercial general liability insurance and as a certificate holder for automobile liability insurance. All insurance must be issued by a company or companies approved by the School Board.
- b) The VENDOR shall be responsible for assuring that the insurance remains in force for the duration of the contractual period, including any and all option years that may be granted to the VENDOR. **A Certificate of Insurance shall contain the provision that the SBPC LOCATION be given no less than thirty (30) days written notice of cancellation.** If the insurance is scheduled to expire during the contractual period, the VENDOR shall be responsible for submitting any new or renewed Certificate of Insurance at a minimum of fifteen calendar days in advance of such expiration.

S. REQUESTS FOR BID INFORMATION & RELATED DATA: Requests for information relating to bids in process will be addressed without delay when such information has a *material* effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, *lists of vendors solicited, pre-bid conference attendees, individuals picking up plans and specifications, historical bid data or tabulations* within (48) hours from receipt of a request. Vendors are welcome to visit our offices to obtain the information in person, but we respectfully request that you notify the buyer in advance at the telephone number listed on the **Invitation to Bid** form so that they might have ample opportunity to compile the information for you before you arrive.

If you have Internet access, visit our Web site @ <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> to obtain:

- ❖ A copy of a bid packet for a contract or project currently out for bid
- ❖ A listing of all term and recurring contracts awarded by the School Board of Polk County, FL currently in force.
- ❖ A copy of any addenda issued to current bids in process

NOTE: It is the bidders responsibility to check our Web site frequently for updated information.

- ❖ A copy of a Vendor Application Form
- ❖ A copy of our Commodity List which will, when properly completed and returned to Purchasing, enable us to notify you of future bids
- ❖ A listing of departmental personnel, with job titles, phone numbers and email addresses

T. SPECIFICATIONS:

1. **General:** The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

2. Specifications:

(a) Provide a full 100MB Internet Access connection.

- 1) Provide assistance with the implementation of Border Gateway Protocol (BGP) between the 100MB connection and the Internet Access provided by Florida Department of Education (DOE).
- 2) Terminate the connection in the District Office located at 1915 S. Floral Avenue, Bartow. Please use the space provided for COMMENTS/WARRANTY on page 12 to describe how your firm will provide this service.
- 3) Polk County Schools will acquire and furnish the awarded bidder with the necessary Autonomous System Number (ASN) from American Registry for Internet Numbers (ARIN).
- 4) The awarded bidder shall provide for a Service Availability Guarantee of at least 99.75%. This is defined as the ability for the district to exchange IP packets with the awarded bidder's network.
- 5) The awarded bidder shall have a fully functional service organization available 24 hours/day, 7 days/week.
- 6) The awarded bidder should provide the district with a telephone number for checking order status, as well as a fax number via which service orders can be placed and service change orders can be communicated. In lieu of this method, the district will entertain other electronic methods the awarded bidder may wish to propose, such as a Web based system. The awarded bidder shall provide the district with a toll-free telephone number where service issues can be reported and tracked. This service desk must be in existence at the time this bid is due and shall be maintained for the duration of this contract. The district reserves the right to disqualify the awarded bidder at any time if the service level does not meet minimum service requirements as set forth in this bid.
- 7) The awarded bidder shall provide an executive sales and service representative with a toll-free telephone number, email address, and cellular telephone number.
- 8) Working hours, for the purposes of installation and repairs, shall be in accordance with the district's normal business hours 8:00am to 5:00pm Monday through Friday except Board holidays.

BID FORM & SPECIFICATIONS

ITEM NUMBER	DESCRIPTION	UNIT PRICE
1.	Provide Internet Connection - per specifications listed in Section T.	
		PRICE PER MONTH: \$ _____ ea.
		TOTAL PRICE FOR EACH 12-MONTH PERIOD: \$ _____

Vendor SPIN # _____ (obtain from the SLD)

Number of days required for delivery after receipt of Purchase Order: _____

NOTE:

Sign the "Bidder's Acknowledgment" section on Page 1 of our "Invitation to Bid". Return the original of the Invitation to Bid and retain a photocopy for your files.

Please state company name and authorized signature _____

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid proposal packet. We suggest you include this completed checklist along with your bid. Items checked **Required** should be submitted at the time you submit your bid in order to facilitate the bid evaluation process. With the exception of the signed BIDDER ACKNOWLEDGEMENT the Polk County School Board reserves the right to request the required submittals listed below, after bid opening should the bidder not return these submittals with their bid packet. Any requested additional information must be received by the Polk County School Board Purchasing Department within three days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the three day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

Verified	Required	Requested	Description of Submittal	Page No.
	x		Completed and signed <u>BIDDER ACKNOWLEDGEMENT</u> .	1
	x		Customer References (use enclosed form on page 14).	6
	x		Names and qualifications of personnel assigned to provide service.	7
	x		Copies of license and certifications required to provide this service (if applicable).	7
	x		Statement of Ability to provide service requested in this bid (you may use the space provided for <u>COMMENTS/WARRANTY</u> on page 12).	7
	x		Diagram of proposed internet connection.	7
	x		Describe your company's service offering (you may use the space provided for <u>COMMENTS/WARRANTY</u> on page 12).	7
	x		USAC Schools and Libraries SPIN number (space provided on the <u>BID FORM & SPECIFICATIONS</u>).	7
		x	Completed and signed Drug Free Workplace Certification (optional).	

Please state company name and authorized signature _____

BIDDER REFERENCE FORM

(duplicate as needed)

Please provide all requested information for each reference.

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Additional Comments: _____

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Additional Comments: _____

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Additional Comments: _____

Please state company name and authorized signature _____