

THE SCHOOL BOARD OF POLK COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

******REQUIRED RESPONSE FORM******

TITLE: RFP FOR ENHANCED NETWORK SOLUTION – LEASED END TO END WITH CONFIGURED SERVICE – ETHERNET BASED SERVICE - #023-MHH-1110

Anti-Collusion Statement/Public Domain

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

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

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this Request for Proposal, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

USAC SCHOOLS AND LIBRARIES VENDOR SPIN # _____ (obtain from the SLD)

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

P. O. Box 391
Bartow, Florida 33831

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
PURCHASING DEPARTMENT
(863) 534-0563

1915 S. Floral Avenue
Bartow, Florida 33830

REQUEST FOR PROPOSAL (RFP) FOR
ENHANCED NETWORK SOLUTION – LEASED END TO END WITH CONFIGURED SERVICE –
ETHERNET BASED SERVICE

RFP NO: 023-MHH-1110

NOTICE TO INTERESTED PROPOSERS MAILED: November 10, 2009

DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS: November 18, 2009

DEADLINE FOR RECEIPT OF PROPOSALS: December 9, 2009 3:00 p.m.

All times stated in this document refer to the Eastern Time Zone (ET)-daylight savings time. The normal office hours for the District are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except Board holidays.

Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for Enhanced Network Solution – Leased End to End with Configured Service – Ethernet Based Service # 023-MHH-1110. Sealed proposals will be received until 3:00 pm (ET) on December 9, 2009 in the School Board Purchasing Office at the address shown in Section 3.2. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped by the official clock. Proposals will be opened in the Purchasing Offices after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is the vendors' responsibility to see that their proposal is properly received at the correct location prior to the deadline.

SECTION 1

1.0 Introduction

This is a Request for Proposal (RFP) for an agreement with the Polk County School Board (hereinafter referred to as the “District”), Polk County, Florida for Enhanced Network Solution – Leased End to End with Configured Service – Ethernet Based Service.

1.1 Demographics

The Polk County School District is the eighth-largest District in Florida and is among the 40 largest nationally. Polk has approximately 160 school sites and centers including 65 elementary schools, 19 middle schools and 18 high schools. Also included are charter schools, career centers, adult schools and alternative schools. More than 90,000 students are enrolled.

Additional District information is available at www.polk-fl.net.

END OF SECTION 1

SECTION 2

2.0 Scope of Services

2.1 Overview: The purpose of this Request for Proposal (RFP) is to select a qualified vendor to provide Ethernet services to various sites located throughout the District (see Appendix A) into the main network, which is located at the District Offices in Bartow, Florida. Schools in the Bartow and Fort Meade areas are excluded from this RFP.

- a. The Proposers and/or their subcontractors must hold appropriate license(s) and permit(s) to operate in the state of Florida.
- b. The proposer certifies, by submission and signature of this proposal, that neither the proposer, nor its principal, its agent or its representatives are under suspension or debarment by the FCC. The proposer also certifies, by submission and signature of this proposal, that the proposer is in compliance and will remain in compliance with e-rate rules, or the proposer agrees to reimburse the District for funds the District would have received if the proposer would have been in compliance with e-rate rules.

Present Telecommunication WAN Configuration:

- a) The district network is currently a TCP/IP based network. The network is the distribution network responsible for providing administrative and academic access to campus-based, district-based and Internet-based services.
- b) The District head-end has a 6513 switch with routing blade. Connections into this device fall into 2 categories: 1GB Fiber or 10/100/1000 Copper. The solution provided by the vendor must be able to meet the interface/interconnection definitions of this device.
- c) Each school has a Cisco Router capable of 10/100/1000 Copper or 1GB Fiber.
- d) The District head-end switch will take care of all routing on the Ethernet WAN.
- e) The network is now utilizing an Ethernet based network currently provided by a local provider. Ten (10) sites are connected via PIP (T1, Routed Frame Relay) that will be converted to the same system as all other sites.

2.2 Requirements of Contractor

A. Ethernet Wide Area Network Services:

1 Proposer Obligations:

The proposer shall provide all necessary equipment and services to furnish the District with a fully operational Ethernet system no later than July 1, 2010. The proposer shall provide the Ethernet backbone from 126 school sites throughout the Polk County School District (see Appendix A) into the main network, which is located at the District Offices in Bartow, Florida. Schools located in the Bartow and Fort Meade areas are excluded from this RFP.

- a) In response to this RFP the District does not seek to utilize a Wireless WAN Installation (Descriptions below not meant to be all inclusive, rather they are to serve as general guidelines.) The intent is to deliver a complete turn-key wired WAN solution that meets the District's networking needs.

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- b) Proposers shall include an Ethernet Service with pricing options for 10MB service, 10MB through 100MB service in 10MB increments (future bandwidth growth at existing 10MB sites) and 100MB service, 100MB through 1GB service in 100MB increments (future bandwidth growth at existing 100MB sites) to each site with appropriate backbone bandwidth to handle all site connections so that no single connection is more than 80% subscribed with school sites in order to allow for growth in the future. See table below for further clarification.

Connection speed options	Per site cost	Total sites by connection speed	Total Cost by Connection Speed
10MB Connection speed		88	
100MB Connection speed		38	
10MB to 100MB connection in 10MB increments		Future growth	Not applicable
100MB to 1GB connection in 100MB increments		Future growth	Not applicable

Pricing must include a Service Level Agreement (SLA) for circuit troubles requiring repairs. Response time and repairs must begin within 4 hours of notification by Polk County Schools of said trouble. Proposals should include a system capable of reliably handling Voice over IP (VoIP) services with little modification to the system, should Polk County Schools converge the network to a VoIP solution at a later time.

- c) New sites (schools/ancillary facilities) may be added during the term of this contract. These sites shall be added at the same per site cost as existing sites (either 10MB or 100MB pricing).
- d) Proposers shall include a setup and configuration plan for the integration into the District's network architecture.
- e) Proposers shall outline the training they will provide for District technical staff on the setup, installation and operation of the proposed network.
- f) Proposers shall develop an implementation and cut-over plan for the project. Implementation and cut-over will be handled jointly by District and the awarded proposer.
- Awarded proposer technical staff will work together with the District staff on-site doing the hands-on setup, configuration and testing of each component of the Ethernet according to the proposed implementation plan.
 - Upon the completion of configuration testing, Awarded Proposer and District staff will work together to add and test the connection of selected devices to the system.
 - Upon proof of performance of the parallel network, the District and Awarded Proposer will schedule a site-by-site cut-over to the new WAN backbone.
- g) All repairs and maintenance to the broadband connection up to the CPE (Customer Premise Equipment) port shall be the sole responsibility of the proposer.

END OF SECTION 2

SECTION 3

3.0 Instructions to Proposers:

All times stated in this document refer to the Eastern Time Zone (ET). The normal office hours for the District are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except District holidays.

Proposal Due Date: Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for Enhanced Network Solution – Leased End to End with Configured Service – Ethernet Based Service, 023-MHH-1110. Sealed proposals will be received until 3:00 p.m. (ET) on December 9, 2009 in the School Board Purchasing Office at the address shown in Section 3.2. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped by the official clock. Proposals will be opened in the Purchasing Offices after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is the vendors' responsibility to see that their proposal is properly received at the correct location prior to the deadline.

Provide one original, with manual signature in ink and five (5) photocopies of the proposal submittal **(for a total of (6))**. Proposals must be sealed and clearly labeled **RFP NAME, RFP NO.** on the outside of the package. The legal name, address, proposer's contact person, and telephone number should also be clearly annotated on the outside of the package. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

Please complete and submit the REQUIRED RESPONSE FORM (Page 1 of the RFP).

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

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

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

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Purchasing Department, Bartow, Florida (863-534-0575) at least five (5) days prior to the date.

3.1 Pre-Proposal Conference:

A non-mandatory Pre-Proposal Conference will be held in the Purchasing Department Conference Room at the District office, 1915 S. Floral Avenue, Bartow, Florida, on November 17, 2009 at 10:00 a.m. Prospective proposers are encouraged to attend this conference and to bring any questions in writing. Compose questions on paper, ask your questions at the pre-bid conference and give the facilitator a written copy of your questions. Please write each question that you will ask indicating the proposal page number and section to which the question refers. If possible, answers to all questions timely received will be provided verbally at the conference; however, final and controlling answers will be provided in writing by Addendum to the RFP (see Section 3.5). The deadline for questions and requests for additional information shall be November 18, 2009 @5:00 p.m.

Written questions from potential proposers will be accepted by US mail, facsimile or email addressed to the attention of Harold Hamby, via the contact information in Section 3.2 of this RFP. All written questions must be received by the District by November 18, 2009, @ 5:00 p. m. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the proposer at their own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. If warranted, on or about November 30, 2009, the District will issue responses to all questions timely received. The District will post the responses (as an addendum) to the same website where this RFP is posted, at:

<http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Purchasing Department, Bartow, Florida (863-534-0575) at least five (5) days prior to the date.

3.2 Request For Information:

This RFP is issued by the District. The District is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP must be addressed, in writing, to:

Harold Hamby, Purchasing Agent
The School Board of Polk County
Post Office Box 391
Bartow, Florida 33831-0391
FAX (863) 534-0802
Email: harold.hambyjr@polk-fl.net

The physical address for overnight and hand delivery only is:

Harold Hamby, Purchasing Agent
The School Board of Polk County
1915 South Floral Avenue
Bartow, Florida 33830

3.3 Conflict of Interest:

The proposer must disclose any contractual relationship that exists or has existed during any part of the period of time from January 1, 2004 through the present between the proposer, or a predecessor organization of the proposer, or a subcontractor included in the proposer's response to this RFP, and the Polk County School District. Not every prior or existing contractual relationship will constitute a conflict of interest. However, each such relationship must be disclosed. Proposer should not merely state the conclusion that no conflict of interest exists. Proposers also must disclose any existing business or personal relationship between the proposer, its principals, or any affiliate or subcontractor, and the District, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. The District will make the final determination regarding the existence of a conflict of interest.

3.4 Restrictions On Contacting The District

Upon the issuance of this RFP, all contact with the District **must** be made through the designated contact person listed in Section 3.2. The Proposer **must** limit communication with the designated contact to the means specified in this document. Other District employees, representatives of the District and members of the Evaluation Committee are instructed not to answer questions regarding the RFP or otherwise discuss the contents of the RFP with the proposers or their representatives. Any contacts made with other District employees, representatives of the District or members of the Evaluation Committee will be reported to the Purchasing Department. Proposers shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of the District or representative of the District in connection with this competitive procurement.

3.5 Addendum

The District may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum. Addenda shall be numbered consecutively and initiated by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. Any such addenda will be posted to the same website where this RFP is posted, at

<http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>

It shall be the responsibility of the proposer to be sure they received all addenda.

No addendum will be issued later than seven calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

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3.6 Anticipated Schedule of Events (some dates may change as conditions warrant)

Activity & Time	Date
Notice to Interested Proposers Mailed and On-Line Posting of RFP	November 10, 2009
Optional Pre-Bid Conference (see section 3.1) 10:00 a.m.	November 17, 2009
Deadline for Questions From Bidders to Purchasing 5:00 p.m.	November 18, 2009
Release of Official Response to Questions	November 30, 2009
Deadline for Receipt of Proposals 3:00 p.m.	December 9, 2009
Evaluation Process	
Evaluation Committee Review of Proposals, Purchasing Conference Room 8:00 am – 5:00 pm	December 11, 2009
If necessary, finalist interviews – Purchasing Conference Room 8:00 am – 5:00 pm	December 14, 2009
Posting of Award Recommendation (on or about)	December 16, 2009
Board Action	January 26, 2010
Contract Effective Date (on or about)	July 1, 2010

All times stated are Eastern Time.

* Evaluation Committee meetings and oral presentations will be posted as a public notice at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/evaluationsandnotices.htm>

END OF SECTION 3

SECTION 4

4.0 Proposal Preparation and Submission

4.1 Preparation and Submission

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information requested in your proposal. It is required that **6 copies (the original and five duplicate copies)** be submitted. The Required Response Form (see page 1) must be signed by an officer or agent of the proposing firm who is empowered to contractually bind the firm. Proposals shall be valid for 90 days from the day after the date that proposals are delivered to the District.

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

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

Request for Proposal Required Response Form: Please submit Page 1 of this RFP, with all required information completed and all signatures as specified. This is a required form.

4.2 Tab 1 - Methodology

- Describe the methodology for installation and termination to MDF at each premise
- Describe your firm's setup and configuration plan for the integration into the District's network architecture.
- Describe your firm's implementation and cut over plan for this project. Implementation will be handled jointly by the district and awarded proposer.
- Detail the support plan(s) available from your firm to support your proposed solution
- Provide your training outline for district technical staff on the setup, installation and operation of the proposed Ethernet network.
- Provide your firm's Service Level Agreement (SLA) including credits if the service level isn't maintained.
- Include documentation of all Customer Accessible Network Management and Monitoring Capabilities provided by your firm.

4.3 Tab 2 – Experience, Qualifications and References

A. Experience, Qualifications and References of the Firm

1. State whether the firm is local, regional or national.
2. Give the location and contact information of the office from which work is to be done and the number of managerial, administrative, professional and technical staff employed at this office.
3. Describe the range of services provided by this office, such as design/engineering, service and support.
4. Describe the experience of the local office in providing and maintaining Ethernet Services. Relevant experience that best demonstrates the local office's ability to provide and maintain the services requested in this RFP should be detailed and highlighted.
5. Indicate the length of time that the proposer has provided the services listed in 3 and 4 above.
6. Provide references from at least three other Florida public school districts or similar agencies for current or recently completed projects which best illustrate the experience of the firm. List projects most similar in size and scope to the project contemplated by this RFP. Include the following for each reference: agency and contact name, address, telephone, email address and fax number for each project contact who may be contacted as a reference; the nature of the firm's responsibility on

the project; contract period dates (beginning and ending dates); scope of work and services for which the firm’s staff was responsible; present status of the project; the firm’s key professionals involved on the project and who of that staff would be assigned to the project covered by this RFP.

7. Briefly describe all lawsuits and/or any appeals that are pending/filed against the proposer, or with regard to any of the proposer’s contracts, over the last five (5) years.
8. Briefly describe the procedures your firm utilizes for the Jessica Lunsford Act (the “JLA”).
9. Provide proof of your company’s insurance as required in Section 5 of this RFP, or submit a letter of your intention to have the required insurance within ten business days of notification by the District.
10. Proposers must provide evidence of financial stability to the District. Please provide the following information:
 - o A statement regarding proposer’s financial stability including information as to current or prior bankruptcy proceedings.
 - o Bank reference

B. Qualifications and Experience of Staff

1. Proposer must identify the team (including the specific role each team member will have in providing the services requested in this RFP) that will be responsible for providing and maintaining the Ethernet services, including the managers, professional and technical staff, as well as staff from other than the local office, if necessary, for this service. Resumes for each manager, professional and technical staff member to be assigned to team responsible for providing and maintaining the Ethernet services will be submitted.

4.4 Tab 3 - Cost of Services

- A. Provide a cost proposal for the services requested in this RFP. The term of the contract shall be for three (3) years beginning July 1, 2010. Proposal shall include a total cost necessary to provide the services requested in this RFP. Proposals shall include an Ethernet Service with pricing options for 10MB service, 10MB through 100MB service in 10MB increments (future bandwidth growth at existing 10MB sites) and 100MB service, 100MB through 1GB service in 100MB increments (future bandwidth growth at existing 100MB sites) to each site with appropriate backbone bandwidth to handle all site connections so that no single connection is more than 80% subscribed with school sites to allow for growth in the future. All fees and expenses shall remain firm for the term of this contract. Cost proposal must be submitted using Table 1 (Cost of Services). Submit pricing in the space provided in Table 1.

Table 1 (Cost of Services)

Connection speed options	Per site cost	Total sites by connection speed	Total Cost by Connection Speed
10MB Connection speed		88	
100MB Connection speed		38	
10MB to 100MB connection in 10MB increments		Future growth	Not applicable
100MB to 1GB connection in 100MB increments		Future growth	Not applicable

END OF SECTION 4

SECTION 5

5.0 Evaluation of Proposals

RFP's are received and publicly opened. Only names of respondents are read at this time.

An Evaluation Committee, consisting of District personnel will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 5.2. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel.

The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.

The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the highest ranked proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached. Proposers are cautioned to provide their best offer initially.

The Evaluation Committee in conjunction with the Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Polk County, Florida.

The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).

The School Board will award or reject any or all proposal(s).

5.1 Evaluation Factors

The evaluation factors will include, but not necessarily be limited to the criteria listed below under Evaluation Criteria. Each evaluation factor has been assigned a maximum weight value as defined in the tables below.

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5.2 Evaluation Criteria:

The Evaluation Committee shall rank all proposals which meet the minimum requirements and which include the required submittals. The following factors will be considered in ranking the proposals received:

<u>Shortlist Evaluation Criteria</u>	<u>Possible Points</u>	<u>Maximum Weight Value</u>
I. Experience, Qualifications and References	100	25%
II. Methodology	100	35%
III. Cost of Services	<u>100</u>	<u>40%</u>
	300	100%

Distribution of points for evaluation of Cost of Services will be calculated as a percentage of cost increase as compared to the lowest cost proposal received.

For example, if Respondent A submits a total cost proposal of \$10,000 and respondent B submits a total cost of \$15,000 and Respondent C submits a total cost of \$12,500, Respondent A would receive 100% of the possible points, Respondent B would receive 67% ($\$10,000/\$15,000$) of the possible points, and respondent C would receive 80% ($\$10,000/\$12,500$) of the possible points. The maximum weight value would then be applied to the possible points received.

Should the proposal evaluation committee request presentation or interviews from shortlisted respondents the following evaluation criteria will apply:

<u>Presentation/Interview Evaluation Criteria</u>	<u>Possible Points</u>	<u>Maximum Weight Value</u>
I. Ability to Perform Work	100	35%
II. Methodology & Approach	100	25%
III. Cost of Services	<u>100</u>	<u>40%</u>
	300	100%

A vendor's past performance may be used in the evaluation process. All respondents should be prepared to participate in finalist interviews (if necessary) during the week of December 14, 2009.

END OF SECTION 5

SECTION 6

6.0 General Terms and Conditions

6.1 School Board Obligations

The District accepts no obligation for the costs incurred in responding to this RFP in anticipation of being awarded a contract. The District reserves the right to select qualified responses to this RFP without discussion of the responses with the proposers. The District reserves the right to reject any or all submitted proposals.

6.2 Vendor Obligations

Proposers are invited to submit proposals in accordance with the requirements outlined in this document. By submitting a signed proposal, the proposer agrees that it fully understands this RFP and must abide by the terms and conditions contained therein. The proposals are required to address all specifications in this RFP and must specifically highlight in the proposal on a page entitled "Exceptions to RFP" any deviations or variations from the commodity/service requested in the RFP. If no such page is included in the proposal, the District will expect the proposer to provide the commodity/service requested in the RFP and to enter into a contract on that basis at their proposed costs, if selected to perform the work. Unauthorized exceptions, amendments, or deviations will not be accepted. The decision of the District will be final in this regard.

Cost of preparation of a response to this request for proposal are solely those of the proposer, and the District assumes no responsibility for any such costs incurred by the proposer.

The responsibility for determining the full extent of exposure to risk and verification of all information rests solely with the company submitting a response. Neither the District nor its representatives shall be responsible for any error or omission in this request for proposal, nor the failure on the part of the responder to determine the full extent of exposure to risk.

6.3 Lobbying

Proposers are hereby advised that lobbying is not permitted with any district personnel, representatives of the District, Board Members or Selection Committee members related to or involved with this RFP. All inquiries must be directed through the Purchasing Department as outlined in Section 3.

Lobbying is defined as any action taken by an individual, firm, association, venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member, district personnel, representatives of the District or Selection Committee members on the award of this contract.

Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.

6.4 Open Records

All responses to this RFP are subject to release as public records consistent with Chapter 119 Florida Statutes. Proposers are advised to consult with their legal counsels regarding any material in their proposals that the proposers believe should not be public record. The District assumes no obligation or responsibility for asserting legal arguments on behalf of potential vendors.

6.5 Public Entity Crimes Statement and Convicted Vendor List

In accordance with Section 287.133(2)(a), Florida Statutes, the following information is part of this RFP:

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 Section 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.

6.6 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.

6.7 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 proposal, 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 proposal.

6.8 Non-Collusion

The proposer certifies, by submission and signature of this proposal, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the vendor to solicit or secure this proposal 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 vendor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this proposal.

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

6.9 Conflict of Interest

The proposer must disclose any contractual relationship that exists or has existed during any part of the period of time from January 1, 2004 through the present, between the proposer, or a predecessor organization of the proposer, or a subcontractor included in the proposer's response to this RFP, and the Polk County School District. Not every prior or existing contractual relationship will constitute a conflict of interest. However, each such relationship must be disclosed. Proposer should not merely state the conclusion that no conflict of interest exists. Proposers also must disclose any existing business or personal relationship between the proposer, its principals, or any affiliate or subcontractor, and the District, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. The District will make the final determination regarding the existence of a conflict of interest.

6.10 School Security:

Proposer acknowledges and understands that the goods or services contemplated by this contract/agreement are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and otherwise comply with applicable law, the proposer (awarded firm) agrees to the following provisions and agrees that the failure of the proposer to comply with any of these provisions may result in the termination of this contract by the District:

1. Unauthorized Aliens. District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's subcontractors, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
2. Possession Of Firearms. Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent contractor of the awarded vendor, or any of its sub-contractors, is found to have brought a firearm(s) on to the District's property, said employee/independent contractor shall be immediately removed and terminated from the project by the awarded vendor. If sub-contractor fails to terminate said employee/independent contractor, the awarded vendor shall terminate its agreement with the sub-contractor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

3. Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-contractors, or any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
4. Possession/Use/Under The Influence Of Mind Alerting Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent contractor or its sub-contractors' employees/independent contractors, will not be tolerated on the District's property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent contractor shall be removed and terminated from the project by the awarded vendor. If a sub-contractor fails to terminate said employee/independent contractor, the agreement with the sub-contractor for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement.
5. Compliance with The Jessica Lunsford Act. Recent changes to the Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, comply with the level 2 screening requirements of the Statute. The required level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contrast/agreement.

6.11 Payment to Vendor

Payment under the contract will be made following receipt and approval of required services/deliverables. Invoices must be submitted in detail sufficient to enable a proper audit of charges for completed work.

6.12 Pricing

Prices proposed for all items shall be F.O.B. Destination and include all shipping charges to all Polk County school locations. Charges are to be based upon the established billing period of the vendor and in accordance with Florida Statute.

6.13 Line Item Corrections

Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.

6.14 Protest Procedures

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 procedure 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.

6.15 Preference For Drug-Free Workplace

Whenever two or more proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal 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 proposal (see page 26 for Drug Free Workplace Certification form).

6.16 Insurance Requirements

Insurance

The awarded proposer(s) shall procure and maintain at their sole expense insurance of the types and in minimum amounts stated below:

INSURANCE	LIMITS
<u>Worker’s Compensation</u> Florida Statutory Coverage/ Employers’ Liability	Statutory Limits/ \$500,000 each accident
<u>Commercial General Liability</u> Premises-Operations: Contractual Liability	\$1,000,000 each occurrence \$1,000,000 annual aggregate combined single limit, for bodily injury & property damage
<u>Business Automobile Liability</u> All owned autos or any auto if vehicles other than owned are used.	\$1,000,000 combined single limit

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.

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.

Such insurance shall be primary to any and all other insurance or self-insurance maintained by the Board. Prior to commencing any contracted services, certificates evidencing the maintenance of said insurance shall be furnished to the Board. Notwithstanding anything to the contrary stated elsewhere herein, neither party shall be liable for consequential, incidental, indirect, punitive or special damages even if the party is advised as to the possibility of such claims.

6.17 Additional Information:

All proposals, whether accepted or rejected, shall become the property of the District.

It is the intention of the Board to select the firm(s) as outlined in Section 5 of this RFP. All proposals will be evaluated using a point system applied to the evaluation criteria listed on page 13. The evaluation committee may elect to hear oral presentations from the top ranked respondents as outlined in Section 5 of this RFP. Respondents must have qualified personnel available for oral presentations upon short notice.

The District reserves the right to reject any and all proposals and to request additional proposals or to negotiate modifications of submitted proposals if deemed necessary and in the best interest of the District to do so. The District reserves the right to waive minor irregularities in the proposals.

Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested. The Purchasing Director or designee may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The District reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the District to do so. The decision of the District will be final in this regard.

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

The District shall be the sole judge of proposers' qualifications.

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

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

The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

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

END OF SECTION 6

SECTION 7

7.0 Contract Information

7.1 Contract Period:

Contract(s) shall be in full force and effect for a term of three (3) years from July, 1, 2010 subject always to the right of the District to terminate this Contract for cause as provided in section 7.19.

7.2 Option to Extend Term of Contract:

The District shall have the right and option to extend the term of the Contract(s) for up to 2 additional one year periods upon mutual agreement of both parties. All covenants and provisions of the Contract(s) shall be and remain in full force and effect during any extension period of the Contract(s).

7.3 Contingency of the Contract Award:

Award of the contract to the selected firm is contingent upon:

- the budget and appropriation of funds (if necessary) by Polk County, and
- the successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing may result in no award of contract at this time.

7.4 Agreement for Services:

The District may require an Agreement which will include provisions, among others, addressing matters such as:

- contract costs
- contract modifications
- contract termination
- disputes

Obligations of each party will be specified in the final signed agreement (if required by the District). The RFP, the proposal, negotiated terms, and the Agreement will constitute the complete agreement between proposer and the District.

The District may consider Agreements proposed by offerors. Any Agreement, however, shall be in a form acceptable to the District.

7.5 Indemnification/Hold Harmless Agreement

Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this contract and which are due to that party's own negligence, tortuous acts and other unlawful conduct and the negligence, tortuous acts and other unlawful conduct of its respective agents, officers and employees.

Awarded proposers shall, in addition to any other obligation to indemnify the Polk County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, and losses (including economic losses), costs arising out of any actual or alleged;

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or

- b. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- c. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

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

Any costs or expenses, including attorney's fees, incurred by the Polk County School Board to enforce this agreement shall be born by the contractor.

7.6 Sub-Contracts

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

The proposer(s) will be fully responsible to the District for the acts and omissions of the sub proposer(s) and their employees.

After award of contract, any changes in subcontractors or sub proposers requires prior District written approval.

7.7 Assignment of Contract and/or Payment

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

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

7.8 Joint Proposal:

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

7.9 Funding out/Termination:

Florida School Laws (Section 1000, Florida Statutes) prohibit School Boards/Districts 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 proposers:

The School Board of Polk County may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the District's then current fiscal year upon ninety (90) days prior written notice to the successful proposer.

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.
- C. "This written notification will thereafter release the District of all further obligations in anyway related to the services covered herein."
- D. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

7.10 Work Papers:

In all cases, the awarded firm(s) shall retain all work papers for a period of five (5) years after the conclusion of the contract period and shall provide the District and/or its assignee access, free of charge, to any or all work papers at any reasonable time. Work Papers are defined by the District as documents, correspondence, memoranda, reports, and other materials in preliminary or developmental form before their completion as a final product. Work papers may be destroyed, by the awarded firm(s) at the end of this period. Destruction of said work papers shall be at the awarded firm(s)'s expense.

7.11 Dispute Resolution:

Except with respect to injunctive relief, neither party shall institute a proceeding in any court or administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party.

7.12 Other Contracts:

The Board may undertake or award other contracts for work not being performed acceptably by the vendor and/or work not being accomplished on time by the vendor

7.13 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 RFP, if it is in its best interest to do so. The School Board also reserves the right to separately bid/request proposals for any single project/item/service, or to purchase any item/service on this RFP if it is in its best interest to do so.

7.14 Default:

In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

7.15 Legal Requirements:

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

7.16 Permits and Licenses:

The awarded vendor shall timely obtain and keep in force, at the vendor's expense, all permits and licenses required by applicable governmental authorities for the performance by the vendor of all covenants herein contained on the part of the vendor.

The awarded vendor is required to have the necessary permits and licenses required by law to conduct business in Polk County.

7.17 Authorization to Perform Under Contract:

All purchases must be properly authorized in advance. Vendors must first obtain a printed purchase order before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the District's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department; at the discretion of the Purchasing Department either a change order to the original purchase order or a supplemental purchase order will be issued for the requested modification (increase, change, decrease, cancel). The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

7.18 Intellectual Property Rights:

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind; including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the District.

7.19 Termination of Contract for Cause

In the event any provisions of this RFP are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies. If the deficiencies are not corrected within ten (10) days, recommendation will be made to the Superintendent for immediate cancellation. Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law. In the event the District shall elect to terminate this Contract for cause, the District shall notify the awarded vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. When applicable the awarded vendor agrees (1) to vacate the facility on or before said date and (2) to remove the vendor's employees and property from the facility on or before said date.

Payment will be made to the awarded vendor for services that have been satisfactorily rendered, as determined by the District, prior to the effective date of termination. The awarded vendor shall have no further rights, and the District shall have no further obligation to the vendor, pursuant to this Contract subsequent to the date that this Contract is terminated for cause as aforesaid by the District.

Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law.

7.20 Gifts and Gratuities

No School Board employee may accept any gifts or other gratuities, the value of which exceeds Fifty Dollars (\$50.00), excluding instructional materials, from any party or a representative of any party doing business with the School Board. Giving or granting such gifts and/or gratuities to School Board employees shall be reason to request Board approval to deny future opportunities for work.

7.21 Force Majure

Performance of obligations under this RFP and any subsequent contract shall be pursued by each party with due diligence in all requirements herein; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delay(s). In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other, in writing, of the nature, cause, date of commencement thereof, and the anticipated extent of such delay.

7.22 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 Request for Proposals (RFP), whichever is later, before selecting a vendor or executing a contract. In order to be considered for award all proposers must sign the REQUIRED RESPONSE FORM on page 1. Provided the proposer signs the REQUIRED RESPONSE FORM 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 proposer the signed page 1 (REQUIRED RESPONSE FORM) of their proposal and request the proposer to print and initial the current date and return page 1 via fax.

7.23 Contractor Registration with the School and Libraries Division

The proposer certifies, by submission and signature of this proposal, that neither the proposer, nor its principal, its agent or its representatives are under suspension or debarment by the FCC. The proposer also certifies, by submission and signature of this proposal, 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.

The proposer must be registered with the USAC Schools and Libraries and have a SPIN # (service provider identification number) prior to submitting their proposal. The proposer must furnish the SPIN # in the space provided on the REQUIRED RESPONSE FORM or your proposal will be rejected as non-responsive.

END OF SECTION 7

DRUG FREE WORKPLACE CERTIFICATION FORM

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(vendor's signature)

ADDENDUM ACKNOWLEDGMENT FORM

Please complete and return this form with your proposal as applicable.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ *ADDENDUM NO.* _____ DATED _____

ADDENDUM NO. _____ DATED _____ *ADDENDUM NO.* _____ DATED _____

ADDENDUM NO. _____ DATED _____ *ADDENDUM NO.* _____ DATED _____

ADDENDUM NO. _____ DATED _____ *ADDENDUM NO.* _____ DATED _____

Name of Firm/Respondent (Typed)

Authorized Representative's Signature Date

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete your proposal packet, 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 packet. Include this completed checklist along with your proposal. Items checked **Required** *must be* submitted at the time you submit your proposal packet or your proposal may be declared non-responsive and may not be considered.

Verified	Required	Requested	Description of Submittal	Page No.
	x		Completed and signed REQUIRED RESPONSE FORM	1
	x		USAC Schools and Libraries SPIN number (space provided on the REQUIRED RESPONSE FORM).	1
	x		Include (6) copies of your response; an original and (5) duplicate copies.	6
	x		Conflict of Interest (if applicable) (See Section 3.3)	8
	x		Tab 1: Methodology	10
	x		Tab 2: Experience Qualifications & References	10 & 11
	x		Tab 3: Cost of Services. Proposers must complete Table 1 on page 11.	11
	x		Exceptions to RFP (if applicable) (See Section 6.2)	14
		x	Completed and signed Drug Free Workplace Certification Form (optional)	26
	x		Addendum Acknowledgement Form	27

**RFP FOR ENHANCED NETWORK SOLUTION – LEASED END TO END WITH
CONFIGURED SERVICE – ETHERNET BASED SERVICE #023-MHH-1110**

Appendix A

<u>School</u>	<u>Phone #</u>	<u>Street Address</u>	<u>City</u>	<u>Zip</u>	<u>MB Speed</u>
Alta Vista Elementary	421-3235	801 Scenic Highway	Haines City	33844	10
Alturas Elementary	519-3917	4th and Oak	Alturas	33820	10
Auburndale Central Elementary	965-5450	320 Lemon St	Auburndale	33823	10
Auburndale Senior High	965-6200	1 Bloodhound Trail	Auburndale	33823	100
Ben Hill Griffin Jr Elementary	635-7820	501 McCloud Rd	Frostproof	33843	10
Berkely Accelerated Middle	984-2400	5316 Berkley Rd	Auburndale	33823	10
Berkley Elementary (Charter)	968-5024	5240 Berkley Rd	Auburndale	33823	10
Bethune Academy	421-3334	900 Ave. F	Haines City	33844	10
Bill Duncan	499-2860	3333 Winter Lake Rd	Lakeland	33803	10
Blake Academy	499-2870	510 Hartsell Ave	Lakeland	33815	100
Bok Academy	679-2517	13901 Hwy 27	Lake Wales	33859	10
Boone Middle	421-3302	225 S. 22nd St	Haines City	33844	100
Boswell Elementary	499-2990	2820 K-Ville Ave	Auburndale	33823	10
Brigham Academy	291-5300	601 Ave. C, SE	Winter Haven	33880	10
Caldwell Elementary	965-5470	141 Dairy Rd	Auburndale	33823	10
Carlton Palmore Elementary	648-3510	3725 Cleveland Heights Blvd	Lakeland	33803	10
Central Fl. Aerospace Acad	499-2655	4175 Medulla Rd	Lakeland	33811	10
Chain of Lakes Elementary	326-5388	7001 County Rd 653	Winter Haven	33884	10
Churchwell Elementary	853-6011	8201 Park Byrd Rd	Lakeland	33810	10
Cleveland Court Elementary	499-2929	328 E. Edgewood Dr	Lakeland	33803	10
Combee Elementary	499-2960	2805 Morgan Combee Rd	Lakeland	33801	10
Crystal Lake Elementary	499-2966	700 Galvin Dr	Lakeland	33801	10
Crystal Lake Middle	499-2970	2410 N. Crystal Lake Dr	Lakeland	33801	100
Dale R. Fair Babson Park Elem	678-4664	815 N. Scenic Highway	Babson Park	33827	10
Daniel Jenkins Academy	421-3267	701 Ledwith Ave	Haines City	33844	100
Davenport School EE	NA	4751 HWY 547 N	Davenport	33837	100
Davenport School of the Arts	421-3247	8 Palmetto St	Davenport	33837	100
Denison Middle	291-5353	400 Ave. A, SE	Winter Haven	33880	100
Discovery Academy (Charter)	295-5955	1000 N. Buena Vista Drive	Lake Alfred	33850	10
Dixieland Elementary	499-2930	416 W. Ariana St	Lakeland	33803	10
Don E. Woods Center	421-3325	213 Lake Avenue	Dundee	33838	10
Dr. N.E. Roberts Elementary	815-6633	6600 Green Rd	Lakeland	33810	10
Dundee Elementary	421-3316	215 Frederick Ave	Dundee	33838	10
Dundee Ridge Middle	419-3088	5555 Lake Trask Rd	Dundee	33838	100
Dwight Smith	413-2838	900 Lowry Ave	Lakeland	33801	10
Eagle Lake Elementary	291-5357	400 Crystal Beach Rd	Eagle Lake	33839	10
East Area Adult	965-5475	300 E. Bridgers Ave	Auburndale	33823	10
Eastside Elementary	421-3254	1820 E. Johnson Ave	Haines City	33844	10
Elbert Elementary	291-5364	205 15th St, NE	Winter Haven	33881	10
ESE NW Office Fern Rd	NA	304 Fern Rd	Lakeland	33801	10
Frostproof Elementary	635-7802	118 W. Third St	Frostproof	33843	10
Frostproof Middle Senior	635-7809	1000 N. Palm St	Frostproof	33843	100
Garden Grove Elementary	291-5396	4599 Cypress Gardens Rd	Winter Haven	33884	10
Garner Elementary	965-5455	2500 Havendale Blvd	Winter Haven	33881	10
Griffin Elementary	853-6020	3315 Kathleen Rd	Lakeland	33810	10
Haines City Senior High	421-3281	2800 Hornet Dr	Haines City	33844	100
Harrison School of the Arts	499-2855	750 Hollingsworth Rd	Lakeland	33801	100
Highland City Elementary	648-3540	5355 Ninth St, SE	Highland City	33846	10
Highlands Grove Elementary	648-3002	4510 Lakeland Highlands Rd	Lakeland	33813	10

**RFP FOR ENHANCED NETWORK SOLUTION – LEASED END TO END WITH
CONFIGURED SERVICE – ETHERNET BASED SERVICE #023-MHH-1110**

Appendix A

<u>School</u>	<u>Phone #</u>	<u>Street Address</u>	<u>City</u>	<u>Zip</u>	<u>MB Speed</u>
Hillcrest Elementary	678-4216	1051 State Rd 60, E	Lake Wales	33853	10
Homer K. Addair Academy	295-5988	925 N. Buena Vista Drive	Lake Alfred	33850	100
Horizons Elementary	419-3430	1700 Forest Lake Rd	Davenport	33837	10
Inwood Elementary	291-5369	2200 Ave. G, NW	Winter Haven	33880	10
Janie Howard Wilson Elementary	678-4211	306 Florida Ave	Lake Wales	33853	10
Jesse Keen Elementary	499-2880	815 Plateau Ave	Lakeland	33815	10
Jewett Middle Academy	291-5320	601 Ave T, NE	Winter Haven	33881	100
Jewett School of the Arts	291-5373	2250 Eighth St, NE	Winter Haven	33881	100
Karen Siegel Academy	965-5566	935 N. Buena Vista Drive	Lake Alfred	33850	10
Kathleen Elementary	853-6030	3515 Sherertz Rd	Lakeland	33810	10
Kathleen Middle	853-6040	3627 Kathleen Pines	Lakeland	33810	100
Kathleen Senior	499-2655	2600 Crutchfield Rd	Lakeland	33805	100
Kingsford Elementary	701-1054	1400 Dean St	Mulberry	33860	10
L-4 Shop	413-2028	200 W Robson Street	Lakeland	33805	10
L-6 Shop	648-3582	360 Brannen Rd W	Lakeland	33811	10
Lake Alfred BEST	968-5162	690 N. Third St	Lake Alfred	33850	10
Lake Alfred Elementary	295-5985	550 E. Cummings St	Lake Alfred	33850	10
Lake Gibson Middle	853-6151	6901 N. Socrum Loop Rd	Lakeland	33809	100
Lake Gibson Senior	853-6100	7007 N. Socrum Loop Rd	Lakeland	33809	100
Lake Hamilton Facility	291-5292	3625 W Lake Hamilton Dr	Winter Haven	33881	10
Lake Marion Creek Elementary	427-1471	3055 Lake Marion Creek Dr	Poinciana	34759	10
Lake Region Senior High	297-3099	1995 Thunder Rd	Eagle Lake	33839	100
Lake Shipp Elementary	291-5384	250 Camellia Dr, SW	Winter Haven	33880	10
Lake Wales Bus Garage	678-4276	4030 Sgt Mary Campbell Way	Lake Wales	33853	10
Lake Wales Senior	678-4222	#1 Highlander Way	Lake Wales	33853	100
Lakeland Highlands Middle	648-3500	740 Lake Miriam Dr	Lakeland	33813	100
Lakeland Senior	499-2900	726 Hollingsworth Rd	Lakeland	33801	100
Laurel Avenue Elementary	427-1375	1851 Laurel Ave	Poinciana	34759	10
Lawton Chiles Middle Academy	499-2742	400 N. Florida Ave	Lakeland	33801	100
Lena Vista Elementary	965-5464	925 Berkley Rd	Auburndale	33823	10
Lime St. Elementary	499-2950	1225 E. Lime St	Lakeland	33801	10
Lincoln Avenue Academy	499-2955	1330 N. Lincoln Ave	Lakeland	33805	10
Loughman Oaks Elementary	421-3309	4600 N. Highway 17-92	Davenport	33837	10
LW-9 Shop	678-4272	4020 Sgt Mary Campbell Way	Lake Wales	33853	10
Mark Wilcox Center	291-5355	611 Post Ave SW	Winter Haven	33880	10
McLaughlin Middle	678-4233	800 S. Fourth St	Lake Wales	33853	100
Medulla Elementary	648-3515	850 Schoolhouse Rd	Lakeland	33813	10
Mulberry Middle	701-1066	500 SE Ninth Ave	Mulberry	33860	100
Mulberry Senior	701-1104	Northeast Fourth Circle	Mulberry	33860	100
North Lakeland Elementary	499-2850	410 Robson St	Lakeland	33805	10
Oscar J. Pope Elementary	499-2992	2730 Maine Ave	Eaton Park	33840	10
Padgett Elementary	853-6044	110 Leelon Rd	Lakeland	33809	10
Palmetto Elementary	427-6012	315 Palmetto St.	Poinciana	34759	10
Pinewood Elementary	298-7977	1400 Gilbert St	Eagle Lake	33839	10
Polk Avenue Elementary	678-4244	110 E. Polk Ave	Lake Wales	33853	10
Polk City Elementary	965-6338	125 S. Bougainvillea Ave	Polk City	33868	10
Purcell Elementary	701-1061	305 First Ave, NE	Mulberry	33860	10
R. Bruce Wagner Elementary	701-1450	5500 Yates Rd	Lakeland	33811	10
Ridge Community High School	419-3317	500 Orchid Dr	Davenport	33837	100

**RFP FOR ENHANCED NETWORK SOLUTION – LEASED END TO END WITH
CONFIGURED SERVICE – ETHERNET BASED SERVICE #023-MHH-1110**

Appendix A

<u>School</u>	<u>Phone #</u>	<u>Street Address</u>	<u>City</u>	<u>Zip</u>	<u>MB Speed</u>
Ridge Technical Center	419-3060	7700 State Rd 544	Winter Haven	33881	100
Ridgeview Global Studies	419-3171	1000 Dunson Rd	Davenport	33837	10
Rochelle School of the Arts	499-2810	1501 Martin Luther King, Jr. Ave	Lakeland	33805	100
Roosevelt Academy	678-4252	115 "E" St.	Lake Wales	33853	100
Sandhill Elementary	419-3165	1801 Tyner Rd	Haines City	33844	10
Scott Lake Elementary	648-3520	1140 E. State Rd 540-A	Lakeland	33813	10
Sikes Elementary	648-3525	2727 Shephard Rd	Lakeland	33811	10
Skyview Bus Garage	499-2720	2715 Skyview Dr	Lakeland	33801	10
Sleepy Hill Elementary	815-6768	2285 Sleepy Hill Rd	Lakeland	33810	10
Sleepy Hill Middle	815-6577	2115 Sleepy Hill Rd	Lakeland	33810	100
Snively Elementary	291-5325	1004 Snively Ave	Winter Haven	33880	10
Socrum Elementary	853-6050	9400 Old Dade City Rd	Lakeland	33810	10
Southwest Elementary	499-2830	2650 Southwest Ave	Lakeland	33803	10
Southwest Middle	499-2840	2815 S. Eden Parkway	Lakeland	33803	100
Spook Hill Elementary	678-4262	321 Dr. J A Wiltshire Ave E.	Lake Wales	33853	10
Stambaugh Middle	965-5494	226 N. Main St	Auburndale	33823	100
Tenoroc Bus Garage	NA	4725 Saddle Creek Rd	Lakeland	33801	10
Tenoroc Senior	614-9183	4905 Saddle Creek Rd	Lakeland	33801	100
Traviss Technical	499-2700	3225 Winter Lake Rd	Lakeland	33803	100
Valleyview Elementary	648-3535	2900 E. County Rd 540-A	Lakeland	33813	10
Wahneta Elementary	291-5392	205 Fourth St, E	Winter Haven	33880	10
Wellness - PreK	648-3051	3425 New Jersey Rd	Lakeland	33803	10
Wendall Watson Elementary	853-6060	6800 Walt Williams Rd	Lakeland	33809	10
West Area Adult	499-2835	604 S. Central Ave	Lakeland	33815	10
Westwood Middle	965-5484	3520 Ave J, NW	Winter Haven	33881	100
WH-5 Shop	965-6290	5500 Commercial Blvd NW	Winter Haven	33880	10
Winston Elementary	499-2890	3415 Swindell Rd	Lakeland	33810	10
Winter Haven Senior High	291-5330	600 Sixth St, SE	Winter Haven	33880	100