



INVITATION TO NEGOTIATE
 School District of Lee County
 Department of Procurement Services
 (239) 337-8180 Phone

Release Date: October 21, 2020
 ITN No.: ITN No. N207391DG
 ITN Title: Wide Area Network and Internet Services
 Contact: Doug Gupton (DougGG@leeschools.net)

This proposal must be submitted to The School District of Lee County, Department of Procurement Services, 2855 Colonial Boulevard, Fort Myers, Florida, 33966-1012, no later than **2:00 p.m. local time on November 19, 2020** and plainly marked ITN NoN207391DG Wide Area Network and Internet Services. Proposals are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST

For each item below initial that forms are accurately completed, signed by an officer of the business, and returned with the proposal.

- | | |
|---|--|
| <input type="checkbox"/> (Attachment A) Proposal Response Form | <input type="checkbox"/> (Attachment J) Waiver of Trade Secret Form |
| <input type="checkbox"/> (Attachment B) Reference Request Form | <input type="checkbox"/> (Attachment K) E-Rate Supplemental Terms and Conditions |
| <input type="checkbox"/> (Attachment C) Insurance Requirements Form | <input type="checkbox"/> (Attachment L) Sealed Proposal Mailing Label |
| <input type="checkbox"/> (Attachment D) Addenda Acknowledgement Form and copies of each addenda | <input type="checkbox"/> Letter of Transmittal |
| <input type="checkbox"/> (Attachment E) Debarment Form | <input type="checkbox"/> Current SPIN (Service Provider Identification Number) |
| <input type="checkbox"/> (Attachment F) Drug-Free Workplace Certification Form | <input type="checkbox"/> Account Manager Resume |
| <input type="checkbox"/> (Attachment G) Public Entities Crime Form must be notarized | <input type="checkbox"/> Letter from Surety company confirming bonding capacity |
| <input type="checkbox"/> (Attachment H) Emergency/Storm Related Catastrophe Agreement | <input type="checkbox"/> Corporate Overview, Project Approach and Related Experience (Section 13) |
| <input type="checkbox"/> (Attachment I) Guarantee/Warranty | <input type="checkbox"/> One (1) manually signed proposal, five (5) copies, and an electronic version in PDF format on flash drive as required herein. |

Proposer Business Name: _____

Proposer Taxpayer Identification Number: _____

Address: _____

Telephone: _____ Email Address: _____

Name of Owner or Authorized Officer/Agent: _____ Title: _____

Additional Contact Name: _____ Email Address: _____

Signature of Owner or Authorized Officer/Agent: _____
(Proposal must be signed by an officer or employee having authority to legally bind the Proposer)

Date: _____

Anti-Collusion Statement/Public Domain: I, the Proposer, have not divulged, discussed, or compared this proposal with any other Proposer/firm/individual and have not colluded with any other Proposer/firm/individual 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 subject to the Public Records Act, Chapter 119, Florida Statutes.

Proposal Certification: By my signature, 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 Submittal Checklist**, I further certify complete and unconditional acceptance of the contents inclusive of this Invitation to Negotiate, and all appendices and the contents of any addenda released hereto.

NO RESPONSE – I hereby submit a “NO RESPONSE” for the following reason(s):

- | | |
|---|--|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Addendum received too late to respond |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> We do not offer the product/service | <input type="checkbox"/> Could not meet bonding requirements |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Other: _____ |

TABLE OF CONTENTS

	<u>Page</u>
Required Submittal Checklist	1
General Conditions.....	3
Detailed Specifications.....	14
Estimated Timeline.....	16
Bonding Requirements.....	17
Proposal Submittal (Information to be Included in the Proposal).....	17
Evaluation of Proposals.....	20
Exhibit 1 – Administrative Sites and School Campuses.....	27
Attachment A – Proposal Response Form	34
Attachment B – Reference Request Form	37
Attachment C – Insurance Requirements Form.....	38
Attachment D – Addenda Acknowledgement Form	40
Attachment E – Debarment Form	41
Attachment F – Drug-Free Workplace Certification Form	42
Attachment G – Public Entity Crimes Form.....	43
Attachment H – Emergency/Storm Related Catastrophe Agreement.....	45
Attachment I – Guarantee/Warranty Form	46
Attachment J – Waiver of Trade Secret Form.....	47
Attachment K – E-Rate Supplemental Terms and Conditions.....	48
Attachment L – Sealed Proposal Mailing Label.....	50

GENERAL CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions.

1. **Sealed Proposal Requirements:** The "Invitation to Negotiate" sheet must be completed, signed, and returned with each proposal. Proposers must submit one original, manually signed proposal signed by a representative authorized to legally bind the Proposer to the provisions herein; additional copies as required in the detailed specifications; one electronic version on flash drive identical to the original in PDF format; and all attachments and forms completed as required herein. Additional proposal submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Proposers must use the form(s) furnished by the District. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** For the purpose of this Invitation to Negotiate (ITN), the following words and phrases shall have these meaning:
 - a) "District" shall mean The School District of Lee County, Florida.
 - b) "Proposer" shall mean any person, firm or corporation who submits a proposal pursuant to this ITN.
 - c) "Vendor" shall mean the successful Proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Proposer's Responsibility:** **It is the responsibility of the Proposer to obtain all pages of the ITN package and all attachments thereto, together with any addenda to the ITN package that may be issued prior to the ITN due date.** Proposers are required, before submitting a proposal, to obtain and carefully examine the ITN specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
4. **Proposal Submittal:** All proposals shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All proposals must be signed in ink by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in a sealed envelope.
5. **Specification Precedence:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, 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. Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification Variances:** For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
8. **Requests for Clarifications:** Any and all questions regarding this ITN, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, ten (10) business days prior to the ITN due date, or as otherwise specified in the detailed specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITN documents. No correction or clarification of any ambiguity, inconsistency or error in the ITN terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITN documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
9. **Delivery of Proposal:** One proposal clearly marked "Original", copies as required herein and an electronic version on flash drive identical to the original in PDF format, of response must be furnished and arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this ITN, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the ITN specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the ITN general conditions, specifications or ITN submittal requirements. The response shall be submitted in a sealed envelope addressed to The School District of Lee County, Department of Procurement Services, 2855 Colonial Blvd., Fort Myers, FL 33966-1012.
 - a) If a proposal is delivered in person, Proposer must follow the District's security access procedures as follows: park in visitor's parking area; enter building through front door; present proposal to Procurement Department representative for official date/time stamping.

- b) Proposals received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this ITN.
10. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the ITN at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
 11. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services prior to the opening date and time specified. Any proposal received after the opening date and time shall not be considered for award. The District will not be responsible for proposals received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.
 12. **Processing Time:** It is understood that the normal proposal processing time shall be 120 days after the opening date of this ITN, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.
 13. **Original and Renewal Term:** The award resulting from this ITN shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this ITN (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District. The Proposer agrees to these conditions by signing its proposal.
 14. **Lobbying:** From the time that a formal solicitation is released until such time as an award is made by the School Board, Vendors are prohibited from lobbying School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, regarding the formal solicitation. All inquiries must be written and directed to the Department of Procurement Services.
 - (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, on the award of a contract. Lobbying by any respondent or any individual on behalf of a Vendor will result in rejections/disqualification of said response.
 - (b) Violation of the provision regarding lobbying may also result in debarment of the Vendor as provided in Policy 6.071.
 15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
 16. **Brands:** Proposers shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Vendor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of proposals submitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by the District.
 17. **Warranty/Guarantee:** All materials and/or services furnished under this proposal shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from the District.
 18. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the ITN specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price (including any applicable preference pursuant to Section 287.084, F.S.), quality, and suitability for the intended purpose, including product life cycle costs, and any other determining factors.
 - a) Proposals will be evaluated, scored and ranked based on the written responses to the proposal grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a "short list" in order to enter into final contract

negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations.

- b) The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers.
- c) The District reserves the right to negotiate individually or collectively with one or more top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.
- d) After final evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties on the School District of Lee County's website <http://www.leeschools.net/procurement> for a period of no less than three (3) days.
- e) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.

19. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this ITN are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.

20. **Contract Documents:** The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. This ITN, any addenda to this ITN, the submitted proposal, revisions to such documents agreed upon by both parties in writing during the negotiation process, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Proposer and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each proposal is received with the understanding that an acceptance in writing by the District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and the District. This contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the terms conditions of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the District and any sureties.

21. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.

- a) The School Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
- b) The District serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel and the Village of Estero. The District's enrollment is approximately 95,000 pre-k-12 students. With approximately 12,000 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the District is the second largest employer in Lee County.

22. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

- a) The volatility is due to causes wholly beyond the Vendor's control
- b) The volatility affects the marketplace or industry, not just the particular Vendor's source of supply
- c) The effect on pricing or availability of supply is substantial
- d) The volatility so affects the Vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.

23. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Vendor may propose a substitute product to the District. The Vendor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Vendor will also provide

documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

24. **Vendor Performance:** The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the ITN. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and Subcontractor employees (if authorized) assigned to this contract must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation. When on District property:

- a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee while on District property. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.
- d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by the District. Vendor's personnel shall be aware that it is illegal to have in one's possession any firearm, illegal drug or alcoholic beverage while on District property; or be under the influence of any illegal drug or alcoholic beverage while on District property.
- f) When on District property, the Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.

- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by the District.
- i) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.
- j) The Vendor shall be responsible for all damages caused by the Vendor, its Subcontractors and employees of each, and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.
- l) Vendor acknowledges that work may be performed at a particular project site where the District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to the District's operations. The District may perform other work related to any particular project at the site by the District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Vendor or any Subcontractor, sub-Subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such utilities service. If Vendor fails to take such immediate actions the District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by the District as a result thereof shall be reimbursed to the District by Vendor within five (5) business days of written demand for same from the District.
- n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of the District and any

public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify the District in writing.

- o) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to the District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 - i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 - ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 - iii. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 - iv. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
 - v. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

- 25. **Inspection, Identification and Acceptance:** Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendor shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
- 26. **Bid Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful Proposers.

- 27. **Performance Bonds:** When required and after acceptance of a proposal, the District will notify the successful Proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
- 28. **Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of their employees employed on the project. In case any work is sublet, Vendor shall require Subcontractors similarly to provide Workers' Compensation Insurance.
- 29. **Supplier Diversity Plan:** The School Board of Lee County's has a goal to expand participation opportunities for Minority Businesses in the construction and providing of goods and services to construction projects. Minority Business participation goals, along with reporting compliance procedures will be set during the negotiation process.
- 30. **Scrutinized Companies:** By submitting a proposal, Proposer certifies that it complies with House Bill 545 which prohibits a company that is on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel from bidding on, submitting a proposal for, or entering into or renewing a contract with an agency or local government entity for goods or services of any amount. The bill also requires a contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, to contain a provision that allows for the termination of the contract at the option of the awarding body if the company has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. An agency or local governmental entity is authorized to make a case-by-case exception to the prohibition of contracting with companies that are on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel if certain conditions are met. Additionally, the bill requires a company to provide certification that it is not engaging in a boycott of Israel before submitting a bid or entering into or renewing a contract with an agency or local governmental entity. The bill provides for preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods or services of any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 31. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITN are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated

instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:

- a) Vendor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
 - b) Vendor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
 - c) Vendor has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
 - d) Vendor has been engaging in business operations in Cuba or Syria.
 - e) The School District may at any time by written notice to the Vendor stop all or any part of the work for this ITN award. Upon receiving such notice, the Vendor will take all reasonable steps to minimize additional costs during the period of work stoppage. The District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the ITN terms and conditions.
 - f) Failure of the Vendor to provide products within the time specified in the ITN shall result in the following: The Buyer shall notify Vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Vendor cannot provide product, the District reserves the right to purchase product from the next lowest responsive and responsible awarded Vendor. The defaulting Vendor may be responsible for reimbursing the District for price differences.
32. **Default:** In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
33. **Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the awarded Vendor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
34. **Indemnity: This General Condition of the ITN is NOT subject to negotiation and any proposal that fails to accept these conditions may be rejected as "non-responsive", unless Vendor is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to assume liability in the amounts and for the cause established in Section 768.28, Florida Statutes for only injuries or damage caused by the negligence of the District, its agents or employees in performance of the duties of this contract. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.
35. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
36. **Laws and Regulations:** Vendors will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Vendors agree not to discriminate against any employee or applicant for employment because of race, gender, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.
37. **Occupational Safety Hazards Act Requirements:** The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful Proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Vendor.
38. **Governing Law & Venue:** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Lee County Florida or for federal court shall be United States District Court, Southwest District of Florida.
39. **Drug-Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087. If all tied businesses comply with the Drug-Free Workplace requirement, a coin flip will break the tie.

40. **Ethics:** All awarded Vendors shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, rules promulgated by the Florida Commission of Ethics, and District Purchasing and Bidding Policies.
41. **Conflict of Interest:** Proposer is subject to the provisions of Chapter 112 Florida Statutes. The Proposer must disclose with their response the name of any company owner, officer, director, agent or representative who is also an employee of the School District of Lee County or their immediate family which owns any interest of any amount in the Proposer's company, partnership or agency.
42. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.
43. **Authority to Piggyback:** The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. The District is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. Upon award of this proposal, if mutually agreed upon between the successful Proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other participating members of the above referenced Consortium entity.
44. **Invoicing and Payment:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department.
- The Vendor will provide **copy of the original invoice to The School District of Lee County, Financial Accounting Department via email FinanceInvoices@LeeSchools.net**
 - All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legible and dated.
 - The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, **Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District.** The District reserves the right to revise this program as necessary.
45. **Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.
46. **Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
47. **Bid Protest:** All solicitations and notices of intended decisions with respect to contract awards shall include the following statement: "Failure to follow the requirements of the bid protest procedures established by The School District of Lee County, Florida, shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
48. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
- Keep and maintain public records required by the District to perform the service.
 - Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the District.
 - Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Vendor or keep and maintain public records required by the District to perform the service. If Vendor transfers all public records to the District upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and

maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

- e) **PUBLIC RECORDS NOTICE: If the VENDOR has questions regarding the application of Chapter 119, Florida Statutes, to its duty to provide public records relating to the agreement, contact the Custodian of Public Records, (239) 337-8420, PublicRecords@LeeSchools.net 2855 Colonial Blvd., Fort Myers, FL 33966.**

49. **Confidential, Proprietary or Trade Secret:** All responses received in response to this solicitation shall be considered a public record pursuant to Chapter 119 Florida Statutes disclosure and will **not** be confidential with the exception of financial statements.

- a) **Redacted Copies:** If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the School District with a separate redacted hard copy and electronic copy of its response.
- b) The redacted copies shall contain the School District's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copies shall be provided to the School District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
- c) Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend and indemnify the School District for any and all claims from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- d) If the Proposer fails to submit Redacted Copies with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer in response to a public records request for these records.
- e) **Public Meetings/Evaluations:** All evaluations of solicitations are subject to discussion at public meetings. If during the course of the evaluation, pertinent facts

cannot be disclosed or discussed in a public forum due to the Proposer's designating such materials as confidential, the Proposer's response may be deemed non-responsive and rejected from further consideration of award and any rights to protest is thereby waived.

50. **Patents, Copyrights & Royalties:** Vendors agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process or article of manufactured or used in the performance of the contract award hereunder. If the Vendor uses any software design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the product or services shall be included in the price proposal of the Vendor.
51. **ITN Preparation Costs:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the ITN.
52. **State Purchasing Agreements:** Prior to the release of this ITN, a review of State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.
53. **E-Verify:** Under Executive Order 11-116, and Section 448.095, effective July 1, 2020, Vendor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
54. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify the District within 48 hours of such.
- a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract

entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.

- b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Vendors to be fingerprinted in every District in which they provide services.
- c) Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
- d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Vendor.

55. **Vendor Process for Fingerprinting: Vendors who will never be present on a school district campus are not required to be fingerprinted.** Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the Lee County School Board Policy 5.04, Fingerprinting and Background screening, sections 4 and 5. Among other compliance items included in this policy, section 5 (a) and (b) state: **(NO EXCEPTIONS TO BELOW)**

- (a) Prior to the start of work on any District site, all construction vendors and other vendors including but not limited to construction manager, company owners, architects, engineers, specialty vendors, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an exception contained in the School Board Policy. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks.
- (b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the vendor or a subcontractor, to a District construction site or any District property it is the responsibility of the vendor to follow the requirements of this policy.

Vendor Fingerprinting - Frequently Asked Questions and Cost: The cost for fingerprinting, and answers to frequently asked questions (FAQs) related to the

fingerprinting process, are located on the School District's website: https://www.leeschools.net/our_district/departments/human_resources/professional_standards_equity - Vendor Fingerprinting.

Effective May 12, 2014, fingerprinting services for vendors with the District will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <http://www.fieldprintflorida.com>.

FEDERAL GRANTS TERMS AND CONDITIONS

For any solicitation that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

- 56. **Illegal Alien Labor:** Vendor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Vendor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Vendor and its Subcontractors will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
- 57. **Recovered Material (2 CFR §200.322): applies to all contracts greater than \$10,000.00.** Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the District's preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 58. **Federal Drug-Free Workplace:** Vendor agrees to comply with the drug-free workplace requirements for federal contracts pursuant to 41 U.S.C.A. § 8102.
- 59. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): applies if contract is greater than or equal to \$100,000.00.** Vendor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor must disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any Federal award.

60. **Energy Efficiency / Conservation (42 U.S.C. 6201):** Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
61. **Clean Air Act (42 U.S.C. 7401 Et Seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000:** Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Vendor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify the District concurrently within 30 days of notice of the violation.
62. **Debarment and Suspension:** Vendor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
63. **Equal Employment Opportunity:** During the performance of this contract, the Vendor agrees as follows:
- a) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b) The Vendor will, in all solicitations or advancements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of

such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.

- d) The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Vendor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Vendor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Vendor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

64. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C.**

276C): The Vendor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Vendors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

65. **Davis-Bacon Act, as Amended (40 U.S.C. 276a to A-7):** Vendor, certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor agrees to pay wages not less than once a week. The Vendor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Vendor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Vendor accepts. The Vendor agrees to report all suspected or reported violations to the Federal awarding agency and to notify the District concurrently. The Vendor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Vendors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

66. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** Vendor, certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

67. **Health and Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704):** No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

68. **Buy American (7CFR PART 210.21(D)):** For commercial food products, served in the school meals program, Vendor must purchase to the maximum extent practicable domestic commodity or product pursuant to the Buy American provision (7 CFR 210.219d).

69. **Civil Rights:** The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

DETAILED SPECIFICATIONS
ITN No. N207391DG
WIDE AREA NETWORK AND INTERNET SERVICES

1. **Overview:** Sealed proposals for ITN N207391DG Wide Area Network and Internet Services will be received from eligible Proposers at the School District of Lee County (hereinafter “The District”), **Department of Procurement Services**, 2855 Colonial Blvd, Fort Myers, FL 33966, until **November 19, 2020 at 2:00 PM local time.**

The District is seeking proposals to provide high-speed private wide-area network (also referred to as metropolitan-area network) and Internet access services to connect its approximately 100 school and administrative campuses to The District’s central office, located at 2855 Colonial Blvd., Fort Myers, FL 33966. The District anticipates awarding a contract to the successful proposer (hereinafter “The Vendor”) for a base period of three years plus three (3) one-year renewal options for a period of performance not to exceed of six (6) years.

There are three (3) service areas for which The District requires support, namely:

Area 1: Internet connectivity

Area 2: Wide-area network

Area 3: Distributed Denial of Service (DDoS) Attack Mitigation Services

Proposers shall submit a proposal that is responsive to one or both requirement areas and show an integrated approach with respect to hardware, services and support, to include Wide Area Network and/or Internet services configuration; Maintenance, Support Services, Training, and Service Level Agreements (SLAs). These services shall meet the Federal Communications Commission definition of “leased services” (paragraph 193 of FCC’s fourth Order on Reconsideration). All aspects of this project shall comply with the Federal Communication Commission’s competitive bidding requirement for Universal Service Fund (USF) support and services.

Services must be available and fully functional at all campuses prior to July 1, 2021. Bandwidth requirements will vary by campus, and will begin at 10 Megabits per second speeds (for a small number of campuses), with most campuses initially requiring two hundred (200) to five hundred (500) Megabits per second of network connectivity to the central office with the ability to scale to four hundred (400) and one (1) Gigabits (respectively) of full-duplex throughput with thirty (30) day notice. Internet connectivity requirements shall initially start at eight (8) Gigabits per second, with the ability to scale to sixteen (16) Gigabits of throughput with thirty (30) day notice. **See ‘EXHIBIT 1 – ADMINISTRATIVE SITES AND SCHOOL CAMPUSES’ for a full listing of District locations with initial and minimum expansion data rates.** Proposers must be prepared to commit to local personnel presence to provide adequate support with 24/7 network monitoring and on-site response capabilities; a service level agreement guaranteeing a minimum of 99.999% uptime, 100% throughput capability, and guaranteed response and repair times for outages or reduced performance levels; and financial penalties for outages or other failures to comply with service level requirements.

Interested parties must register with the Department of Procurement Services by contacting Procurement Agent Doug Gupton at DougGG@Leeschools.net and provide the responding Proposer’s name, primary point of contact for this Proposal, phone number, and e-mail address.

All proposals submitted shall be on the Proposal Response Form, Attachment A, included in the specifications, a copy of which may be reviewed or obtained at the Department of Procurement Services or by downloading from Lee County School District, Procurement Services’ website at: <http://www.leeschools.net/procurement>

The District does not discriminate based on race, color, religion, gender, age, sexual orientation, national or ethnic origin, marital status, pregnancy, disability if otherwise qualified, or any other unlawful factor.

2. **General Information about the District:** The District and its School Board of Lee County, Florida, were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing

and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.

The School Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.

The School District of Lee County serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach and Sanibel. The District's enrollment is approximately 95,000 K-12 students. With approximately 13,000 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is the largest employer in Lee County.

3. **Minimum Requirements:** Proposals shall meet the following minimum requirements. Proposals not satisfying minimum requirements shall not be considered by The District.
 - a) Proposers shall provide evidence that they meet all federal E-Rate requirements and must be certified to provide Universal Service Fund supported network and Internet service.
 - b) Proposers shall identify their current SPIN (Service Provider Identification Number) to be verified by District through the USAC website.
4. **Account Management:** – The District requires Proposers to designate a primary point of contact who will manage the project with the District. The designated Account Manager must communicate effectively and in a timely manner, must become well versed in District's facilities, mission, and technical requirements, and utilize standard industry project management tools and techniques. A resume of the proposed Account Manager shall be submitted with the proposal.
5. **Questions About the ITN:** Any questions concerning the Invitation to Negotiate shall be directed in writing to:
The School District of Lee County
Department of Procurement Services
Doug Gupton, Procurement Agent
2855 Colonial Blvd., Fort Myers, FL 33966
Via fax at (239) 337-8200 or
DougGG@LeeSchools.net

All questions must be received no later than **November 4, 2020 at 2:00 PM**. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and official responses will be issued by the Department of Procurement Services in the form of addenda and placed on the District's website <http://www.leeschools.net/procurement>. Proposer shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

Copies of addenda will be made available for inspection at the District's Department of Procurement Services where proposal documents will be kept on file.

No verbal or written information which is obtained other than by information in this document, by addendum to this ITN, or by other contract documents approved and signed by the District, will be binding on the District.

6. **Contract Term:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of

Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the District. The Proposer agrees to this condition by signing its proposal. An alternate award strategy may be implemented at the sole discretion of the District. Post award project work will be distributed at the discretion of the District.

7. **Orders and Payment:** All orders will be placed directly to the Vendor by the District and/or other authorized personnel via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders. The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program at its sole discretion.
8. **Guarantee/Warranty:** All Proposers must submit Attachment I - with the proposal. Products that are deemed inferior, of poor quality, or unacceptable by representatives of the District shall be returned at no cost to the District and must be replaced within 48 hours from time of notice of unacceptability with an acceptable product. Consistent shipment of unacceptable products may result in immediate termination of this contract.
9. **Addition or Deletion of Sites:** The District reserves the right to add or delete locations at its discretion at any time throughout the term of this ITN. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.
10. **Qualifications:** Proposals will be considered only from Vendors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of materials requested herein. The Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the District.

11. **Estimated Timeline**

October 21, 2020	Release of ITN No. N207391DG Wide Area Network and Internet Services
November 4, 2020	Written questions due in the Department of Procurement Services by 2:00 PM, local time
November 19, 2020	Proposals due on or before 2:00 PM local time Department of Procurement Services 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
December 1, 2020	Evaluation Committee Meeting Review and Score Written proposals 10:00 AM local time 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
December, 2020	Optional interviews, schedule at the District’s discretion
January, 2021	School Board Action

Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Proposers. Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

12. Bonding Requirements

a. Public Payment and Performance Bond

Awarded Vendor shall furnish the District with a PUBLIC PAYMENT AND PERFORMANCE BOND that has been recorded with the Clerk of Courts, Lee County, Florida for each project totaling over \$200,000.00. The Performance and Payment Bonds shall be in the amount of 100% of the project total. Additional amounts will be required for all increases or changes.

The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

THE FOLLOWING MUST BE SUBMITTED, BY THE AWARDED CONTRACTOR(S), WITHIN FIVE (5) BUSINESS DAYS OF THE AWARD; FAILURE TO SUBMIT MAY BE GROUNDS FOR THE BOARD TO RESCIND THE AWARD.

Public Payment and Performance Bond, recorded in the Clerk of Courts, Lee County, Florida
Certification of Insurance
Proof of Recording of Documents
W-9 Form

If within five (5) business days after notification by the District of Board approval of the Award, the successful Proposer(s) refuses or otherwise fails to furnish the required Public Payment and Performance Bond, or fails to submit the required Certification of Insurance and a W-9 Form, then the District may annul the Award.

13. **Proposal Submittal - Information to be Included in the Proposal:** In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in the proposal. All responses to the ITN shall be submitted in an 8 ½" x 11", edge-bound format. Covers may be slightly larger. Sections shall be tabbed to correspond to the headings listed in this section (Attachments A-K can be behind one section tab labeled "Attachments"). Contents shall be in conformance with requested criteria. Include one (1) original, manually signed proposal, five (5) copies, and an electronic PDF version on a flash drive identical to the original. **An electronic copy, on flash drive, of the completed Attachment A in Excel Format shall be submitted with the proposal.** (e.g. with no locked cells; Adobe PDF of Attachment A is not acceptable.) **Failure to comply with proposal submittal requirements may be grounds for proposal rejection, in whole or in part.**

- a. **Table of Contents:** Include a clear identification of the material by section and by page number.
- b. **Title Page:** Include ITN number, subject, the name of the Proposer, address, telephone number, email address and the date.
- c. **Letter of Transmittal:** Proposer shall include the following information in the letter of transmittal:
 - i. Names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, email addresses and telephone numbers. Indicate if the Proposer is a firm or individual.
 - ii. Current SPIN (Service Provider Identification Number) to be verified by District through the USAC website.
 - iii. Indicate any and all variances from the ITN specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the ITN.
- d. **Corporate Overview:** Describe how and when the Proposer's firm was founded, the location of the office from which service will be performed, the number of partners, managers, supervisors, senior management, other professional staff, the type of organization, and the organizational structure. In addition, respond to each question using the numbered format below:

- i. Ownership (describe in detail).
 - ii. Date of business inception under current name: ____ / ____ / _____ (mm/dd/yyyy).
 - iii. Explain any previous and/or anticipated changes to Proposer's organizational structure and/or distribution of ownership.
 - iv. Affiliated organizations/accreditations/partnerships.
 - v. Describe Proposer's business profile in the state of Florida.
 - vi. Describe Proposer's regulatory agency actions and litigation in the past 5 years, both as complainant and defendant.
 - vii. Describe the ethics standards in place at Proposer's firm and provide a copy of such.
 - viii. Size, resources and capabilities of Proposer in terms of number of staff (type, amount) within the organization as needed including management, technical and support staff. Identify primary point of contact to be assigned to the contract should Proposer be successful. Identify staff who will be assigned to this project.
- e. **Project Approach:** Proposer shall describe the approach to be applied to implement the tasks defined in the Scope of Work herein.
- i. Describe the proposed organizational structure indicating key personnel and other team members and their relationship to this project. Describe measures of success for each task and deliverable.
 - ii. Describe the methodology and project approach to be applied to the District's requirements stated in the ITN.
 - iii. Describe how Proposer will support scheduling, planning, and the ability to respond to requests that require prompt immediate attention.
 - iv. Describe the benefits of the project approach to the District.
- f. **Related Experience:** Proposer shall describe experience providing services similar in size, scope and complexity to those requested in the ITN. Similar size shall be measured as a district with a population of more than 30,000 students. Proposers are required to have successfully implemented a minimum of three large-scale wide-area networks each consisting of a minimum of thirty (30) sites per customer, and each providing connections at a minimum of ten (10) Megabits per second to those sites, within the last three (3) years. The District desires that Proposers demonstrate securing E-Rate funds and supporting Schools and Library Divisions within the E-Rate program. In addition to describing project experience of the above-mentioned size, scope and complexity, Proposers shall fully complete Attachment B, Reference Form.
- g. **Key Personnel:** Proposer shall identify key personnel who shall be assigned to the District project, including a named Account Manager and their resume. Account manager shall have appropriate authority to act on behalf of District in proactively resolving District issues within awarded vendor's hierarchy, to include resolution of billing issues, escalation and resolution of unplanned network outages, etc. Provide a project staffing chart with named individuals and any additional staff positions who will support the project. Describe the experience of named individuals who will support this project that demonstrates their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products.
- h. **Bonding:** Proposer shall include the following bonding requirements:
- a. A current copy of business bond.
 - b. Letter from a surety company stating the following:
 - i. Confirmation the surety is licensed to do business in the State of Florida.
 - ii. Confirmation the Proposer has bonding capacity for the estimated total project cost between \$200,000.00 and \$1,000,000.00.
 - iii. State the Proposer's total bonding capacity.

- i. **Attachment A - Proposal Response Form (Pricing):** Submit proposed pricing that satisfies the criteria below. Price proposals shall be submitted using Attachment A, Proposal response Form.

AREA 1 - Internet Connectivity: Pricing shall be presented as an all-inclusive flat monthly rate per site for each service tier, with no additional design, installation, engineering, or service fees. Facilities include (but are not limited to) District Admin offices, Disaster Recovery backup locations, etc. All future sites added to the network will be at the service rate provided, with no additional costs. Proposers shall submit a tiered monthly pricing structure providing Internet bandwidth at the following tiers:

- a. 10 Gigabits per second
- b. 15 Gigabits per second
- c. 20 Gigabits per second
- d. 25 Gigabits per second
- e. 30 Gigabits per second
- f. 35 Gigabits per second
- g. 40 Gigabits per second
- h. 50 Gigabits per second
- i. 100 Gigabits per second

AREA 2 - Wide-Area Network: Pricing shall be presented as an all-inclusive flat monthly rate per site for each service tier, with no additional design, installation, engineering, or service fees. All future sites added to the network will be at the service rate provided, with no additional costs.

Site connectivity

- a. 10 Megabits per second (full-duplex)
- b. 20 Megabits per second (full-duplex)
- c. 40 Megabits per second (full-duplex)
- d. 50 Megabits per second (full-duplex)
- e. 100 Megabits per second (full-duplex)
- f. 200 Megabits per second (full-duplex)
- g. 300 Megabits per second (full-duplex)
- h. 400 Megabits per second (full-duplex)
- i. 500 Megabits per second (full-duplex)
- j. 1 Gigabits per second (full-duplex)
- k. 2 Gigabits per second (full-duplex)
- l. 3 Gigabits per second (full-duplex)
- m. 4 Gigabits per second (full-duplex)
- n. 5 Gigabits per second (full-duplex)
- o. 10 Gigabits per second (full-duplex)
- p. 40 Gigabits per second (full-duplex)
- q. 100 Gigabits per second (full-duplex)

Aggregate Site Connectivity: The School District of Lee County's WAN primary aggregation point is in the Data Center at the Lee County Public Education Center (LCPEC). District may request WAN aggregate points at Designated District Disaster Recovery (DR) locations of its choosing. Vendors shall provide a tiered structure providing bandwidth at this site via two disparate ingress points and two (or more) on premise handoff equipment points for the following tiers:

- a. 20 Gigabits per second (full-duplex)
- b. 24 Gigabits per second (full-duplex)
- c. 28 Gigabits per second (full-duplex)
- d. 32 Gigabits per second (full-duplex)
- e. 40 Gigabits per second (full-duplex)

- f. 48 Gigabits per second (full-duplex)
- g. 56 Gigabits per second (full-duplex)
- h. 64 Gigabits per second (full-duplex)
- i. 100 Gigabits per second (full-duplex)

AREA 3 – Distributed Denial of Service (DDoS) Mitigation Services: Pricing shall be presented as an all-inclusive flat monthly rate per site for each service tier, with no additional design, installation, engineering, or service fees.

Mitigation Services

- b. DDoS Attack Mitigation Service shall be matched to bandwidth of purchased Internet Service per selected bandwidths in 10.8 AREA 1 – Internet Connectivity
 - 12Gbps Internet Service Example: Ability to process 12 Gbps of legitimate inbound and 12 Gbps of legitimate outbound traffic and a scrubbing capability of 120 Gbps
 - j. **Attachment B – Reference Request Form:** Proposer shall submit a minimum of three (3) references for commercial/institutional customers for whom the Proposer has the ITN requested services performed within the last five (5) years. References that show experience with K-12 organizations are preferred.
 - k. **Attachment C – Insurance Requirements Form:** Proposer shall respond to the Districts insurance requirements. **It is the responsibility of the awarded vendor(s) to provide the District with updated copies of current Certificate of Insurance, prior to expiration any time during the awarded period.**
 - l. **Attachment D – Addenda Acknowledgement Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for the proposal to be considered.
 - m. **Attachment E – Debarment Form:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.
 - n. **Attachment F – Drug-Free Workplace Certification:** Proposer shall complete form with all required information and all signatures as specified. The enclosed for Drug-Free Workplace Form must be signed and returned.
 - o. **Attachment G – Public Entity Crimes Form:** Sworn statement under section 287.133(3), (a), Florida Statutes, Public Entity Crimes, **signed and notarized.**
 - p. **Attachment H – Emergency / Storm Related Catastrophe Agreement Form:** Proposer shall complete form with all required information and all signatures as specified.
 - q. **Attachment I – Guarantee/Warranty Form:** Proposer shall complete form with all required information and all signatures as specified.
 - r. **Attachment I – Waiver of Trade Secret Form:** Proposer shall complete form with all required information and all signatures as specified.
 - s. **Attachment J– Sealed Proposal Mailing Label:** Proposer shall complete a sealed mailing label and adhere it to the sealed proposal.
14. **Evaluation of Proposals – Evaluation Criteria:** Proposals shall be scored using the following evaluation criteria.

EVALUATION CRITERIA	MAXIMUM POINTS
Unit Pricing/Fee Schedule – E-Rate Eligible Services	40

Service & Support (Business Resources, Local Technician Availability, Proposed SLA)	25
Network Design/Project Approach	15
Unit Pricing/Fee Schedule – E-Rate Ineligible Services	5
Business Experience/Corporate Overview	5
Key Personnel	5
Submittal (completeness, correctness, and clarity)	5
TOTAL POSSIBLE POINTS	100

Based on the scores Proposers will be ranked and one or more Proposers may be selected to commence negotiations. The District reserves the right to create, and select Proposers from a “short list” in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation. The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers. The following criteria will be used to evaluate presentations and/or interviews of one or more “short listed” Proposers.

EVALUATION CRITERIA	MAXIMUM POINTS
Best and Final Offer (Unit Pricing/Fee Schedule – E-Rate Eligible Services)	40
Best Value to the District	30
Project Approach	15
Team Qualifications	10
Best and Final Offer (Unit Pricing/Fee Schedule – E-Rate Ineligible Services)	5
TOTAL POSSIBLE POINTS	100

NOTE: In the event of a tie, see section 39 of the General Terms and Conditions.

15. **Scope of Work:** The services required by The District in this RFP encompass the following two (2) areas:

AREA 1 - Internet Connectivity:

- a. **Connection Location:** Internet connectivity shall be provided only to the Lee County Public Education Center, located at 2855 Colonial Blvd, Fort Myers Florida, 33966 as a discrete circuit, separate from the wide-area network aggregation connection and shall be terminated in the District’s central data center within this facility.
- b. **Tiered Structure:** Vendors shall provide a tiered structure providing Internet bandwidth at the tiers indicated in section 10.8, AREA 1.
- c. **Service Addition:** The District may, at any time, with 30-day notice, add service to a new or existing facility. Vendor commits to install and activate new service within 30 day of written notice. Additional services added subsequent to the award of this RFP will be added at the same monthly service rate as existing circuits, with no additional planning, installation, engineering, or service fees. All addendums executed to provide additional service to new or existing District sites will be coterminous (termination date consistent with original agreement).
- d. **Service Tier Changes:** The District may, at any time, with 30-day notice, change between established network performance tiers (upgrade or downgrade) without financial penalty and at the established monthly cost within the proposal. In the event a service change occurs within a billing cycle, all costs will be pro-rated. Vendors may require up to 60-day notice to scale from one tier to the next adjacent tier.
- e. **Termination of Service:** The District may, at any time, with 30-day notice, terminate service at any existing facility without financial penalty. Costs for the cancelled service shall be prorated to the number of days of final billing cycle for which service was provided. The District agrees to maintain a minimum of 50% of sites, listed in Exhibit 1, serviced by the vendor for duration of the agreement.
- f. **Maintenance, Support Services, and Training:**

1. **Proactive Monitoring Service:** Vendor shall provide a proactive monitoring of its infrastructure components to include 24-hour, 7 day per week (24x7) monitoring services included as part of the agreement. Vendors shall provide for the District's technical staff to have the capability to monitor, configure, and manage the wide area network without the requirement for the vendor to be involved with day-to-day network operations.
 2. **Trouble Ticketing Service:** Vendor shall provide a trouble-ticketing system, available via a Web interface, for District technical personnel to report issues and track resolution status on current issues. Vendors shall provide access to web resources for a minimum of two District staff members.
 3. Additionally, vendor shall provide direct contact information for local technical support management with the authority to dispatch staff 24 hours 7 days per week, 365 days per year. The District Representative will be the case manager for any open issues to work with the local vendor manager.
 4. **Dispatch Support Service:** Vendor shall provide dispatch support services for maintenance on its infrastructure equipment. Vendor support staff shall be on site within a maximum of 2 hours of a notified failure in an infrastructure equipment component. Vendors shall have their own WAN Field Technicians, to repair/replace/support all cable and equipment, up to the agreed-upon point of demarcation at no cost to The District.
 5. **Training:** Vendor shall provide training for District technical support staff related to trouble ticket reporting procedures, high-priority escalation procedures, and use of the vendor's web-based tools. Training may be provided remotely or on-site at the District location, at the District's discretion.
- g. **Service Level Agreements:**
1. Vendor shall propose a service level agreement that guarantees a minimum of 99.99% network uptime and 100% bandwidth availability. All uptime measurements shall be measured on a per-site basis. Vendor shall propose penalties for failure to meet agreed upon service levels, including financial penalties. At the discretion of The District, service level agreement penalties will be reviewed and incorporated into the contract for Wide Area Network and Internet Services during negotiations.
 2. Proposer may agree to the following District targets or propose alternate targets. The vendor shall include penalties for failure to meet targets.

Priority	Definition	Response Time	Completion Time
Critical	A problem that affects any site's entire network (e.g. an entire campus without network access, intermittent network drops sufficient to cause time-outs in general applications, or reduction in network performance resulting in inability to achieve a minimum of 90% of stated bandwidth, or error rate or dropped packet/frame rate of 2% or higher).	Within 30 minutes	Within 5 hours
High	A problem that affects any site's entire network (e.g. an entire campus without network access, intermittent network drops sufficient to cause time-outs in general applications, or reduction in network performance resulting in inability to achieve a minimum of 75% of stated bandwidth, or error rate or dropped packet/frame rate of 2% or higher).	Within 3 hours	Within 1 business day
Medium	A general service request or problem with a workaround sufficient to maintain service to the school until the problem can be resolved (e.g. permanent repair/replacement of bad piece of equipment for which the customer can provide temporary replacement).	Within 8 hours	Within 2 business days
Low	A service request that does not require immediate attention or involves long-range planning (e.g. planned equipment swap-out).	Within 3 business days	Plan defined within 10 business days

AREA 2 - Wide Area Network

- a. **Site Connectivity, Tiered Structure:** Vendors shall provide a tiered structure providing Wide Area Network and Aggregate Site Connectivity services at the tiers indicated in section 10.8, AREA 2.
 1. All tiers starting at 10 Mb/s indicate effective throughput, to be defined as the capability to achieve throughput equivalent to the stated circuit capacity. Circuits below 10 Mb/s must be able to sustain data transfer at a minimum of 93% of their stated throughput. One kilobit is calculated at 1,000 bits per second and one Megabit per is calculated at 1,000,000 bits per second. Vendor is responsible to ensure that network design is adequate to deliver at stated rate.
 2. **Service Addition:** The District may, at any time, with 30-day notice, add service to a new or existing facility. Vendor commits to install and activate new service within 30 days of written notice. Additional services added subsequent to the award of this RFP will be added at the same monthly service rate as existing circuits, with no additional planning, installation, engineering, or service fees. All addendums executed to provide additional service to new or existing District sites will be coterminous (termination date consistent with original agreement).
 3. **Service Tier Changes:** The District may, at any time, with 30-day notice, change between established network performance tiers (upgrade or downgrade) without financial penalty and at the established monthly cost within the proposal. In the event a service change occurs within a billing cycle, all costs shall be pro-rated.
 4. **Termination of Service:** The District may, at any time, with 30-day notice, terminate service at any existing facility without financial penalty. Costs for the cancelled service shall be prorated to the number of days of final billing cycle for which service was provided. The District agrees to maintain a minimum of 50% of sites, listed in Exhibit 2, serviced by the vendor for duration of the agreement.
 5. **Verification of Throughput Level:** Vendor is required to provide a dedicated testing system to allow the District to test network performance to ensure stated throughput is achievable at all times, at no additional cost to the District.

b. **Wide Area Network Configuration:**

1. Vendor shall provide survey, design, procurement, construction, installation and configuration of WAN to provide the requested network services. This configuration includes obtaining all permits, zoning requests, and inspections required by law, statute, or ordinance. Network services are to be installed at all of the above sites with demarcation point for vendor's services to be provisioned at the school on an Ethernet interface provided by the vendor at the District's designated point of demarcation. The District will provide an existing entry point (conduit) to each facility. In the event that the vendor finds the entry point unsuitable for delivery of service, a new path may be constructed per District specifications at the Vendor's cost.
2. The Vendor shall work with District technical staff to design and implement bandwidth shaping policies using industry-standard Quality of Service (QOS) protocol in combination with other available technologies. Network designs that provide redundancy in connectivity and/or other features for improved reliability and fault tolerance may be given preference in evaluation.

c. **Maintenance, Support Services, and Training:**

1. **Proactive Monitoring Service:** Vendor shall provide a proactive monitoring of its infrastructure components to include 24-hour, 7 day per week (24x7) monitoring services included as part of the agreement. Vendors shall provide for the District's technical staff to have the capability to monitor, configure, and manage the wide area network without the requirement for the vendor to be involved with day-to-day network operations.
2. **Trouble Ticketing Service:** Vendor shall provide a trouble-ticketing system, available via a Web interface, for District technical personnel to report issues and track resolution status on current issues. Vendors shall provide access to web resources for a minimum of two District staff members.
3. Additionally, vendor shall provide direct contact information for local technical support management with the authority to dispatch staff 24 hours 7 days per week, 365 days per year. The District Representative will be the case manager for any open issues to work with the local vendor manager.
4. **Dispatch Support Service:** Vendor shall provide dispatch support services for maintenance on its infrastructure equipment. Vendor support staff shall be on site within a maximum of 2 hours of a notified failure in an infrastructure equipment component. Vendors shall have their own WAN Field Technicians, to repair/replace/support all cable and equipment, up to the agreed-upon point of demarcation at no cost to The District.
5. **Training:** Vendor shall provide training for District technical support staff related to trouble ticket reporting procedures, high-priority escalation procedures, and use of the vendor's web-based tools. Training may be provided remotely or on-site at the District location, at the District's discretion.

d. **Service Level Agreements:**

1. Vendor shall propose a service level agreement that guarantees a minimum of 99.9% network uptime and 100% bandwidth availability. All uptime measurements shall be measured on a per-site basis. Vendor shall propose penalties for failure to meet agreed upon service levels, including financial penalties. At the discretion of The District, service level agreement penalties will be reviewed and incorporated into the contract for Wide Area Network and Internet Services during negotiations.
2. Proposer may agree to the following District targets or propose alternate targets. The vendor shall include penalties for failure to meet targets.

Priority	Definition	Response Time	Completion Time
Critical	A problem that affects any site's entire network (e.g. an entire campus without network access, intermittent network drops sufficient to cause time-outs in general applications, or reduction in network performance resulting in inability to achieve a minimum of 90% of stated bandwidth, or error rate or dropped packet/frame rate of 2% or higher).	Within 30 minutes	Within 5 hours
High	A problem that affects any site's entire network (e.g. an entire campus without network access, intermittent network drops sufficient to cause time-outs in general applications, or reduction in network performance resulting in inability to achieve a minimum of 75% of stated bandwidth, or error rate or dropped packet/frame rate of 2% or higher).	Within 3 hours	Within 1 business day
Medium	A general service request or problem with a workaround sufficient to maintain service to the school until the problem can be resolved (e.g. permanent repair/replacement of bad piece of equipment for which the customer can provide temporary replacement).	Within 8 hours	Within 2 business days
Low	A service request that does not require immediate attention or involves long-range planning (e.g. planned equipment swap-out).	Within 3 business days	Plan defined within 10 business days

15.1 **Services based on Technology Advancement and E-Rate Compliance Requirements:** Technology and E-Rate requirements will evolve throughout the duration of the awarded contract. The District reserves the right to request additional services that become available, and to request changes to services initially awarded. Both parties shall agree in writing to the services and associated fees, if any; and shall confirm the adjustments comply with then current E-Rate requirements.

AREA 3 – Distributed Denial of Service (DDoS) Mitigation Services

- a. **Attack Mitigation Services, Tiered Structure:** Vendors shall provide a tiered structure providing DDoS Attack Mitigation Services at the tiers indicated in section 10.8, AREA 3
- b. **Performance Requirements and Service Level Agreement:**
 - 1. Zero packet loss internal to the provider's network
 - 2. 99.99% or greater uptime (including times in which network is under DDoS attack)
 - 3. DDoS Attack Mitigation Service shall be matched to bandwidth of purchased Internet Service per selected bandwidths in 10.8 AREA 1 – Internet Connectivity
 - i. Example - 12 Gbps Internet Service: Ability to process 12 Gbps of Legitimate inbound and 12 Gbps of legitimate outbound traffic and a scrubbing capability of 120 Gbps
 - 4. Single point of contact during attack
 - 5. Direct access to Security Operations Center engineering team, bypassing first level help desk
- c. **Design Requirements:**
 - 1. Appliance-based, Cloud-based, or hybrid solutions are acceptable
 - 2. Automatic and immediate mitigation of attacks without service interruption or customer interaction
 - 3. Protection against any type of Internet-based attack including protection from large and complex Volumetric, TCP State-Exhaustion, DNS, and Application Layer DDoS attacks
 - 4. Develop baseline traffic profile for routine District traffic and monitor network status 24/7 against the baseline traffic profile. Alerting designated District personnel if traffic thresholds are crossed
 - 5. 24/7 access for designated District personnel to view attack traffic and customer requested

thresholds

6. 24/7 access for designated District personnel to speak with a representative from provider's support and security teams to discuss issues, District threshold/configuration change requests, and or other questions regarding our services
 7. Ability for a limited number of designated District staff to have individual accounts such that these team members do not share an account while accessing Vendor's security portal
- d. **Service Level Agreements:**
1. Vendor shall propose a service level agreement that guarantees a minimum of 99.99% network uptime and 100% bandwidth availability. All uptime measurements shall be measured on a per-site basis. Vendor shall propose penalties for failure to meet agreed upon service levels, including financial penalties. At the discretion of the District, service level agreement penalties will be reviewed and incorporated into the contract for Wide Area Network and Internet Services during negotiations.
 2. Proposer may agree to the following District targets or propose alternate targets. The vendor shall include penalties for failure to meet targets.

EXHIBIT 1 – ADMINISTRATIVE SITES AND SCHOOL CAMPUSES

The administrative sites and school campuses requiring wide-area network service connectivity are described in the table below. Within the table, the following fields are further defined:

- “Initial Throughput” represents the initial bandwidth requirement for each site at the time the network is installed and activated.
- “Min. Available Expandability” represents the minimum level of future scalability required. Connections must be scalable to this level with 30 day notice.
- Wide area network data aggregates at the Lee County Public Education Center, located at 2855 Colonial Bld. Fort Myers, FL 33966.

SITE NAME	FACILITY TYPE	SITE ADDRESS	INITIAL THROUGHPUT
Lee County Public Education Center	Administrative Facility (WAN Aggregation Point) & Internet Connection	2855 Colonial Blvd, Fort Myers, FL 33966	40 Gb/s
Disaster Recovery Site (Gateway High School)	High School with secondary MDF for Disaster Recovery purposes	13820 Griffin Drive, Fort Myers, FL 33913	1 Gbps
Canal Street Annex	Administrative Facility	3234 Canal St. Fort Myers, FL 33916	100 Mb/s
Central Warehouse	Administrative Facility	3500 Central Ave Fort Myers, FL 33901	10 Mb/s
Gwynne Annex (Foundation)	Special Center	2266 Second Street Fort Myers, FL 33901	20 Mb/s
R&R Warehouse	Administrative Facility	2097 Central Avenue Fort Myers FL 33901	10 Mb/s
Transportation Lehigh (Leonard)	Administrative Facility	301 Leonard Ave. Lehigh Acres, FL 33971	20 Mb/s
Transportation Six Mile	Administrative Facility	14701 Ben C Pratt Six Mile Cypress Fort Myers, FL 33912	50 Mb/s
Transportation West	Administrative Facility	450 NW. 14th Ave, Cape Coral, FL 33993	20 Mb/s

SITE NAME	FACILITY TYPE	SITE ADDRESS	INITIAL TROUGHPUT
Allen Park Elementary	Elementary School	3345 Canelo Dr. Fort Myers, FL 33901	200 Mb/s
Success Academy	Special Center	3650 Michigan Ave. Fort Myers, FL 33916	100 Mb/s
Alva School, The	K-8 School	21219 North River Rd. Alva, FL 33920	500 Mb/s
Bayshore Elementary	Elementary School	17050 Williams Rd. N. Fort Myers, FL 33917	200 Mb/s
Bonita Springs Elementary	Elementary School	10701 Dean St. SE, Bonita Springs, FL 34135	200 Mb/s
Bonita Springs High	High School	25592 Imperial Parkway Bonita Springs, FL 34135	1 Gb/s
Bonita Springs Middle	Middle School	10141 W. Terry St. Bonita Springs, FL 34135	500 Mb/s
Buckingham Center / Trans East	Special Center	3291 Buckingham Rd. Fort Myers, FL 33905	200 Mb/s
Caloosa Elementary	Elementary School	620 S. Del Prado Blvd. Cape Coral, FL 33990	200 Mb/s
Caloosa Middle	Middle School	610 S. Del Prado Blvd., Cape Coral, FL 33990	500 Mb/s
Cape Coral Elementary	Elementary School	4519 Vincennes Blvd., Cape Coral. FL 33904	200 Mb/s
Cape Coral High	High School	2300 Santa Barbara Blvd. Cape Coral, FL 33991	1 Gb/s
Cape Coral Technical College	Technical Center	360 Santa Barbara Blvd N Cape Coral, FL 33966	200 Mb/s
Challenger Middle	Middle School	624 Trafalgar Parkway, Cape Coral, FL 33991	500 Mb/s
Colonial Elementary	Elementary School	3800 Schoolhouse Rd. E, Fort Myers, FL 33916	200 Mb/s
Cypress Lake High	High School	6750 Panther Lane, Fort Myers, FL 33919	1 Gb/s

SITE NAME	FACILITY TYPE	SITE ADDRESS	INITIAL TROUGHPUT
Cypress Lake Middle	Middle School	8901 Cypress Lake Drive, Fort Myers, FL 33919	500 Mb/s
Detention Center	Special Center	2525 Ortiz Avenue Fort Myers, FL 33931	10 Mb/s
Diplomat Elementary	Elementary School	1115 NE 16th Terrace, Cape Coral, FL 33909	200 Mb/s
Diplomat Middle	Middle School	1039 NE 16th Terrace, Cape Coral, FL 33909	500 Mb/s
Dunbar High	High School	3800 E. Edison Ave. Fort Myers, FL 33916	1 Gb/s
Paul Laurence Dunbar Middle	Middle School	4750 Winkler Ave Ext. Fort Myers, FL 33966	500 Mb/s
East Lee County High	High School	715 Thomas Sherwin Ave Lehigh Acres, FL 33974	1 Gb/s
Edgewood Elementary	Elementary School	3464 Edgewood Ave. Fort Myers, FL 33916	200 Mb/s
Edison Park Creative & Expressive Arts	Elementary School	2401 Euclid Ave. Fort Myers, FL 33901	200 Mb/s
Estero High	High School	21900 River Ranch Road, Estero, FL 33928	1 Gb/s
Fort Myers Beach Elementary	Elementary School	2751 Oak Street Fort Myers Beach, FL 33931	100 Mb/s
Franklin Park Magnet	Elementary School	2323 Ford Street Fort Myers, FL 33916	200 Mb/s
Fort Myers High	High School	2635 Cortez Blvd. Fort Myers, FL 33901	1 Gb/s
Fort Myers Middle Academy	Middle School	3050 Central Ave. Fort Myers, FL 33901	500 Mb/s
Fort Myers Technical College	Technical Center	3800 Michigan Ave. Fort Myers, FL 33916	200 Mb/s
Gateway Elementary	Elementary School	13280 Griffin Dr. Fort Myers, FL 33913	200 Mb/s
Gateway High	High School	13820 Griffin Dr. Fort Myers, FL 33913	1 Gb/s

SITE NAME	FACILITY TYPE	SITE ADDRESS	INITIAL TROUGHPUT
Gulf Elementary	Elementary School	3400 SW 17th Place Cape Coral, FL 33914	200 Mb/s
Gulf Middle	Middle School	1809 S.W. 36th Terrace Cape Coral, FL 33914	500 Mb/s
Hancock Creek Elementary	Elementary School	1601 Skyline Drive N. Fort Myers, FL 33903	200 Mb/s
Harns Marsh Elementary	Elementary School	1800 Unice Ave. N. Lehigh Acres, FL 33971	200 Mb/s
Harns Marsh Middle	Middle School	1820 Unice Ave. N. Lehigh Acres, FL 33971	500 Mb/s
Hector A. Cafferata, Jr. Elementary	Elementary School	250 Santa Barbara Blvd, Cape Coral, FL 33993	200 Mb/s
Heights Elementary	Elementary School	15200 Alexandria Ct. Fort Myers, FL 33908	200 Mb/s
G. Weaver Higgs Elementary	Elementary School	1200 Homestead Rd. N. Lehigh Acres, FL 33936	200 Mb/s
Ida Baker High	High School	3500 Aguilinda Blvd. Cape Coral, FL 33914	200 Mb/s
Island Coast High	High School	2125 De Navarra Pkway, Cape Coral, FL 33909	1 Gb/s
J. Colin English Elementary	Elementary School	120 Pine Island Rd. N. Fort Myers, FL 33903	200 Mb/s
James Stephens Intl Academy	K-8 School	1333 Marsh Ave. Fort Myers, FL 33905	200 Mb/s
Lehigh Acres Elementary	Elementary School	200 Schoolside Drive Lehigh Acres, FL 33936	200 Mb/s
Lehigh Acres Middle	High School	104 Arthur Ave. Lehigh Acres, FL 33936	500 Mb/s
Lehigh Senior High	High School	901 Gunnery Road Lehigh Acres, FL 33971	1 Gb/s
Lexington Middle	Middle School	16351 Summerlin Road Fort Myers, FL 33908	500 Mb/s

SITE NAME	FACILITY TYPE	SITE ADDRESS	INITIAL TROUGHPUT
Dr. Carrie D. Robinson Littleton	Elementary School	700 Hutto Road N. Fort Myers, FL 33903	200 Mb/s
Manatee Elementary	Elementary	5301 Tice Street Fort Myers, FL 33905	200 Mb/s
Mariner High	High School	701 Chiquita Blvd. Cape Coral, FL 33993	1 Gb/s
Mariner Middle	Middle School	425 Chiquita Blvd. Cape Coral, FL 33993	500 Mb/s
Mirror Lakes Elementary	Elementary School	525 Charwood Ave. S. Lehigh Acres, FL 33936	200 Mb/s
North Fort Myers Academy for the Arts	K-8 School	1856 Arts Way Fort Myers, FL 33917	500 Mb/s
North Fort Myers High	High School	5000 Orange Grove Blvd, N. Fort Myers, FL 33903	1 Gb/s
Oak Hammock Middle	Middle School	5321 Tice St. Fort Myers, FL 33905	500 Mb/s
Orange River Elementary	Elementary School	4501 Underwood Dr. Fort Myers, FL 33905	200 Mb/s
Orangewood Elementary	Elementary School	4001 DeLeon Street, Fort Myers, FL 33901	200 Mb/s
Patriot Elementary	Elementary School	711 SW 18th Street Cape Coral, FL 33991	200 Mb/s
Pelican Elementary	Elementary School	3525 SW 3rd Ave. Cape Coral, FL 33914	200 Mb/s
Pine Island Elementary	Elementary School	5360 Ridgewood Drive, Bokeelia, FL 33922	100 Mb/s
Pinewoods Elementary	Elementary School	11900 Stoneybrook Golf Dr., Estero, FL 33928	200 Mb/s
Ray V Pottorf Elementary	Elementary School	4600 Challenger Blvd. Fort Myers, FL 33912	200 Mb/s
Rayma Page Elementary	Elementary School	17000 S. Tamiami Trail Fort Myers, FL 33908	200 Mb/s

SITE NAME	FACILITY TYPE	SITE ADDRESS	INITIAL TROUGHPUT
River Hall Elementary	Elementary School	2800 River Hall Parkway, Alva, FL 33920	200 Mb/s
Riverdale High	High School	2600 Buckingham Road Fort Myers, FL 33905	1 Gb/s
Royal Palm Center	Special Center	3050 Indian Street Fort Myers, FL 33916	100 Mb/s
South Fort Myers High	High School	14020 Plantation Rd. Fort Myers, FL 33912	1 Gb/s
San Carlos Park Elementary	Elementary School	17282 Lee Road Fort Myers, FL 33967	200 Mb/s
Sanibel School, The	K-8 School	3840 Sanibel-Captiva Rd. Sanibel, FL 33957	500 Mb/s
Skyline Elementary	Elementary School	620 SW 19th Street Cape Coral, FL 33991	200 Mb/s
Spring Creek Elementary	Elementary School	25571 Elementary Way Bonita Springs, FL 34135	200 Mb/s
Sunshine Elementary	Elementary School	601 Sara Avenue Lehigh Acres, FL 33971	200 Mb/s
SW Florida Public Service Academy	Adult Ed	4312 Michigan Ave. Fort Myers, FL 33916	200 Mb/s
Tanglewood Elementary	Elementary School	1620 Manchester Blvd. Fort Myers, FL 33919	200 Mb/s
Three Oaks Elementary	Elementary School	19600 Cypress View Dr. Fort Myers, FL 33912	200 Mb/s
Three Oaks Middle	Middle School	18500 Three Oaks Pkwy. Fort Myers, FL 33912	500 Mb/s
Tice Elementary	Elementary School	4524 Tice St. Fort Myers, FL 33905	200 Mb/s
Tortuga Preserve Elementary	Elementary School	1711 Gunnery Road N. Lehigh Acres, FL 33971	200 Mb/s

SITE NAME	FACILITY TYPE	SITE ADDRESS	INITIAL TROUGHPUT
Trafalgar Elementary	Elementary School	1850 SW 20th Ave. Cape Coral, FL 33991	200 Mb/s
Trafalgar Middle	Middle School	2120 Trafalgar Parkway, Cape Coral, FL 33991	500 Mb/s
Treeline Elementary	Elementary School	10900 Treeline Ave. Fort Myers, FL 33913	200 Mb/s
Tropic Isles Elementary	Elementary School	5145 Orange Grove Blvd. N. Fort Myers, FL 33903	200 Mb/s
Varsity Lake Middle	Middle School	801 Gunnery Road, Lehigh Acres, FL 33971	500 Mb/s
Veterans Park Academy for the Arts	K-8 School	49 Homestead Rd. S. Lehigh Acres, FL 33971	500 Mb/s
Villas Elementary	Elementary School	8385 Beacon Blvd. Fort Myers, FL 33907	200 Mb/s
Vince Smith Center	Special Center	2450 Prince Street Fort Myers, FL 33916	10 Mb/s

ATTACHMENT A – PROPOSAL RESPONSE FORM

**THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
DEPARTMENT OF PROCURMENT SERVICES
ITN No. N207391DG
WIDE AREA NETWORK AND INTERNET SERVICES**

DATE SUBMITTED: _____

PROPOSER NAME: _____

TO: The School District of Lee County Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet the specifications:

Item #	ITEM DESCRIPTION	COST PER MONTH
AREA 1 - INTERNET CONNECTIVITY		
1A.	10 Gigabits per second	\$
1B.	15 Gigabits per second	\$
1C.	20 Gigabits per second	\$
1D.	25 Gigabits per second	\$
1E.	30 Gigabits per second	\$
1F.	35 Gigabits per second	\$
1G.	40 Gigabits per second	\$
1H.	50 Gigabits per second	\$
1I.	100 Gigabits per second	\$
AREA 2 – WIDE AREA NETWORK		
SITE CONNECTIVITY		
2A.	10 Megabits per second (full-duplex)	\$
2B.	20 Megabits per second (full-duplex)	\$
2C.	40 Megabits per second (full-duplex)	\$
2D.	50 Megabits per second (full-duplex)	\$
2E.	100 Megabits per second (full-duplex)	\$
2F.	200 Megabits per second (full-duplex)	\$
2G.	300 Megabits per second (full-duplex)	\$
2H.	400 Megabits per second (full-duplex)	\$
2I.	500 Megabits per second (full-duplex)	\$

2J.	1 Gigabits per second (full-duplex)	\$
2K.	2 Gigabits per second (full-duplex)	\$
2L.	3 Gigabits per second (full-duplex)	\$
2M.	4 Gigabits per second (full-duplex)	\$
2N.	5 Gigabits per second (full-duplex)	\$
2O.	10 Gigabits per second (full-duplex)	\$
2P.	40 Gigabits per second (full-duplex)	\$
2Q.	100 Gigabits per second (full-duplex)	\$
AGGREGATE SITE CONNECTIVITY		
2Q.	20 Gigabits per second (full-duplex)	\$
2R.	24 Gigabits per second (full-duplex)	\$
2S.	28 Gigabits per second (full-duplex)	\$
2T.	32 Gigabits per second (full-duplex)	\$
2U.	40 Gigabits per second (full-duplex)	\$
2V.	48 Gigabits per second (full-duplex)	\$
2W.	56 Gigabits per second (full-duplex)	\$
2X.	64 Gigabits per second (full-duplex)	\$
2Y.	100 Gigabits per second (full-duplex)	\$
2Z.	200 Gigabits per second (full-duplex)	\$

Item #	ITEM DESCRIPTION	COST PER MONTH
AREA 3 – DISTRIBUTED DENIAL OF SERVICE (DDOS) MITIGATION SERVICES		
1A.	10 Gigabits per second	\$
1B.	15 Gigabits per second	\$
1C.	20 Gigabits per second	\$
1D.	25 Gigabits per second	\$
1E.	30 Gigabits per second	\$
1F.	35 Gigabits per second	\$
1G.	40 Gigabits per second	\$
1H.	50 Gigabits per second	\$
1I.	100 Gigabits per second	\$

I UNDERSTAND AND HAVE THE ABILITY TO ACCEPT CREDIT CARDS FOR PAYMENT AS SPECIFIED ON PAGE 16 – SECTION 7. (RESPOND YES OR NO)	
--	--

Printed Name: _____

Signature of authorized Vendor representative: _____

Date: _____

ATTACHMENT B – REFERENCE FORM

Provide three (3) references (for projects completed in the last (5) years) of similar scope and size to this solicitation. The District prefers businesses to provide three (3) references, including no more than one (1) reference from the School District of Lee County. The District will consider responses with fewer than three (3) references, exclusive of the District. If fewer than three (3) non-District references are provided, the District will take into consideration the longevity and experience of the business, service to schools or government entities, and the nature of the service to be performed.

- 1. PROJECT NAME/DESCRIPTION: _____
CLIENT ORGANIZATION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
PROJECT SIZE: \$ _____
PROJECT DURATION: From _____ To _____

- 2. PROJECT NAME/DESCRIPTION: _____
CLIENT ORGANIZATION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
PROJECT SIZE: \$ _____
PROJECT DURATION: From _____ To _____

- 3. PROJECT NAME/DESCRIPTION: _____
CLIENT ORGANIZATION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
PROJECT SIZE: \$ _____
PROJECT DURATION: From _____ To _____

ATTACHMENT C - INSURANCE REQUIREMENTS FORM

**The School Board of Lee County Florida
Insurance Requirements**

INSURANCE TYPE	REQUIRED LIMITS	
<u>X</u> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of <u>\$500,000.00</u> each incident.	
<u>X</u> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form	<u>\$1,000,000.00</u>	Single Limit Per Occurrence
<u>X</u> 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Lee County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Lee County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Lee County.		
<u>X</u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	<u>\$1,000,000.00</u>	Each Occurrence
<u>X</u> 5. Other Insurance as indicated below:		
a) Professional Liability	<u>\$1,000,000.00</u>	
b) Builder's Risk	All projects OVER \$100,000 (that will take longer than 30 days to complete) to be reviewed by the Districts Insurance Consultant and may require Builder's Risk.	

The School Board of Lee County Florida Insurance Requirements

(Continued)

X 6. Vendor shall insure that all Subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide The School Board of Lee County with certificates of insurance meeting the required insurance provisions.

X 7. The School Board of Lee County must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for all coverages except Workers’ Compensation and Professional Liability.

X 8. The School Board of Lee County shall be named as the Certificate Holder.

NOTE: The “Certificate Holder” should read as follows:

The School Board of Lee County, Florida
Attn: Procurement Services
2855 Colonial Boulevard
Fort Myers, Florida 33966

X 9. **Thirty (30) Days Cancellation Notice is required.**

X 10. **The Certificate must state the ITN Number and Title.**

It is the responsibility of the awarded vendor(s) to provide the District with updated copies of current Certificate of Insurance, prior to expiration any time during the awarded period.

PROPOSER’S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award of the proposal. The School Board of Lee County must be named as “ADDITIONAL INSURED” on the Insurance Certificate for Commercial General Liability and the Business Auto Liability policies. The School Board of Lee County desires proof of insurability at levels required for this proposal.

A current certificate of insurance is attached: _____ YES _____ NO

Proposer Name Proposer Title

Signature of Proposer

ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM

It is the sole responsibility of each Proposer to ensure that all addenda released are received; that all ITN and addenda requirements have been completed and that all required submittals have been included.

The undersigned acknowledges the receipt of any addenda. Include a copy of each addendum with proposal.

Addendum #1 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #2 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #3 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #4 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #5 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

ATTACHMENT E – DEBARMENT FORM

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion -- Lower Tier Covered Transactions**

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

Instructions for Certification

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," " person," "primary covered transaction," " principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which

6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Proposer, in accordance with Florida Statue 287.087 hereby certifies that

_____ does:
Name of Business

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, 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 proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 Paragraphs 1 thru 5.

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

Signature of Authorized Officer _____

Date _____

ATTACHMENT G - PUBLIC ENTITY CRIMES FORM

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.
2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.
3. My name is _____ and my relationship to the _____ (please print name of individual signing) entity name above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ The person HAS _____ or HAS NOT _____ been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of Management Services concerning removal from the list.)

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

_____ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

personally known to me or provided the following identification _____, and affixed his/her signature in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:

ATTACHMENT H - EMERGENCY/STORM RELATED CATASTROPHE AGREEMENT

Due to Acts of God, Acts of Terrorism or War, any Vendors working with the School District shall acknowledge and agree to the following terms and conditions. This will allow the District to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Negotiate that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School District of Lee County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School District of Lee County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School District of Lee County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Cellular Phone Number: _____

ATTACHMENT I – GUARANTEE / WARRANTY

A. Guarantee/Warranty for Labor and Material

_____ warranties that all products and services will be free from defect for one
(Organization Name)
(1) year from date of completion. Any manufacturer warranty extending past one (1) year will be transferred/ forwarded to the District.

Name and Title of Authorized Representative

Date

Organization

ATTACHMENT J – WAIVER OF TRADE SECRET FORM

WAIVER OF TRADE SECRET

As part of the evaluation process for proposals submitted to the School District of Lee County (“District”) in response to ITN No. N207391DG Wide Area Network and Internet Services, the proposals will be discussed at public meetings. Documents submitted in response to the ITN are part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes. The undersigned hereby waives any right to a claim of disclosure of trade secret as a result of such discussion and hereby indemnifies the District from any damages as a result of same.

If the District should receive a request to disclose any of the documents submitted in response to N207391DG Wide Area Network and Internet Services, the District will notify the proposer of same. Within ten (10) days of receipt of notification, proposer will notify District if it intends to pursue a court order protecting the disclosure of such information at proposer’s sole cost and expense. Failure of proposer to notify the District of its intent to seek protection shall authorize the disclosure of the requested information. If vendor timely notifies District of its intent to pursue a court order protecting the disclosure of the information, District will take reasonable steps to cooperate with proposer in contesting such request.

Signature

Name: _____

Company Name: _____

Title: _____

ATTACHMENT K - E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced-price meals.

1. The project herein [is/may be] contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate.
2. The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
3. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this ITN.
4. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/providers/step01/>
5. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the ITN is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
6. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed from Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html.
7. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.
8. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
9. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Alternatively, if the District decides that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
10. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

11. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.
12. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.
13. **Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.**
14. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
15. No change in the products and/or services specified in this document orders will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
16. The Service Provider acknowledges that all pricing and technology infrastructure information in its ITN shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
17. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
18. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
19. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the Contractor on an "Invoice Check" with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
20. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

ATTACHMENT L - SEALED PROPOSAL MAILING LABEL

Attach this "Sealed Proposal" label to the outside of proposal response envelope.

SEALED PROPOSAL * DO NOT OPEN *** SEALED PROPOSAL *** DO NOT OPEN*** SEALED PROPOSAL**

FROM: _____

ADDRESS: _____

DELIVER TO: THE SCHOOL DISTRICT
DEPARTMENT OF PROCUREMENT SERVICES
2855 COLONIAL BLVD.
FORT MYERS, FL 33966-1012

WIDE AREA NETWORK AND INTERNET SERVICES
ITN NO.: N207391DG
OPENS: November 19, 2020 at 2:00 pm