



**Holmes District School Board**  
**307 W. North Ave.**  
**Bonifay, FL 32425**

**REQUEST FOR PROPOSAL FOR MANAGED INTERNAL BROADBAND SERVICES**

**RFP Purpose:** It is the intent of Holmes County School Board to solicit proposals from qualified businesses for management of our existing LAN and WLAN pursuant to the terms, specifications, and conditions set forth within this RFP. The specifics regarding the site(s) are located on Attachment "A". This is not a request for new equipment or licensing.

**RFP Release Date: January 31, 2025**

**RFP Title:** Request for Proposal for Managed Internal Broadband Services

**RFP No.:** E-RATE 25/26-02

**RFP Contact:** Melissa Baxley, Coordinator of Technology Integration & Media

**Deadline for Submitting Questions:** February 14, 2025 by 3:00 p.m. (CST)

**Proposal Due Date and Time:** February 28, 2025, 12:00 p.m. (CST)

**Proposal Opening Date, Time and Location:** February 28, 2025, 12:15 p.m. (CST), HDSB District Office

**Tentative Award Recommendation Date:** Tuesday, March 11, 2025

**RFP Submission Address:** All proposals must be in a sealed envelope clearly marked "Request for Proposal for Managed Internal Broadband Services" and be personally delivered or mailed to:

**Melissa Baxley**  
**Coordinator of Technology Integration & Media**  
**Holmes District School Board**  
**307 W. North Ave.**  
**Bonifay, FL 32425**  
**Email:** [melissa.baxley@hdsb.org](mailto:melissa.baxley@hdsb.org)

**THE FOLLOWING MUST BE COMPLETED, SIGNED IN INK OR INDELIBLE PENCIL, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDER.**

COMPANY NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP; \_\_\_\_\_

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

SPINNUMBER: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ (EXT. \_\_\_\_)

FACSIMILE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THE PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDER.

TYPED OR PRINTED NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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## I. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder" as used within this Request for Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein.

- A. GENERAL:** Upon a recommendation of award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. COMMUNICATION AND CONTACT REGARDING RFP:** All questions and requests for additional information regarding this RFP must be submitted, via electronic mail, to Melissa Baxley, the District's point of contact listed on page 1, by **February 14, 2025 by 3:00 p.m. (CST)**. All questions and requests submitted after this deadline may be cause for rejection of Responder's proposal. Responder directing questions to any other employee, member, or official of the District may be cause for rejection of Responder's proposal.
- C. CODE OF SILENCE:** Responders to this RFP or persons acting on their behalf may not contact, between the release of the RFP and the end of the 72-hour period following the District's posting the notice of intended award, excluding Saturday, Sundays, and state holidays, any employee member, or official of the District concerning any aspect of the RFP, except in writing to Melissa Baxley. Any Responder or persons acting on their behalf who violates this provision may cause their proposal to be considered non-responsive and therefore ineligible for award.
- D. CONSIDERATION OF EXISTING STATE CONTRACTS:** The District has given consideration to the prices available to it under rules of the Department of Management Services and has determined that soliciting proposals through this RFP is in the District's best interest.
- E. OPENING OF PROPOSAL(S):** Proposal openings will be public on the date and time specified on the title page of this RFP. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by email, fax, telegram, or verbally by telephone or in person

will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing, or the offering will not be announced.

- F. PUBLIC RECORDS:** Pursuant to section 119.071, Florida Statutes, proposals received as a result of this RFP will not become public record until 30 days after opening the proposals or until posting of a recommendation for award, whichever comes first. Thereafter, all proposal documents or other materials submitted by Responders in response to this RFP will be open for inspection by any person in accordance with Chapter 119, Florida Statutes. If the District rejects all proposals submitted in response to this RFP and the District provides notice of its intent to reissue the RFP the rejected proposals will be exempt from disclosure until the District posts a recommendation for award concerning the reissued RFP or until the District withdraws the reissued RFP. However, under no circumstances shall rejected proposals remain exempt for longer than 12 months after the District's initial notice rejecting all proposals to this RFP. To the extent a Responder asserts that any portion of its proposal is exempt or confidential from disclosure, the burden shall be on the Responder to obtain, and timely provide the District, a protective order from a court within the District's jurisdiction that protects such information from being disclosed to the public.
- G. WARRANTY:** All goods and services furnished by the Responder(s), relating to and pursuant to the RFP will be warranted to meet or exceed the Specifications contained herein. In the event of a breach, the Responder(s) will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.
- H. PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Holmes County, Florida to a secure area or inside delivery. The District is exempt and does not pay Federal Excise and State of Florida Sales Taxes.
- I. TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- J. TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder(s) retain the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The District will not accept collect freight charges. (3) No premium carriers will be used for the District's account without prior written consent of the Administrator of Business Services.
- K. PACKING:** All shipments will include an itemized list of each package's content, and reference the District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the District Prior to shipment.
- L. INSPECTION AND TESTING:** The District will have the right to expedite, inspect and test any of the goods or work covered by the RFP. All goods or services are subject to the District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responders' risk. Such inspection, or the waiver thereof, however, will not relieve the Responder(s) from full responsibility for furnishing goods or work conforming to the requirements of this RFP, and will not prejudice any claim, right, or privilege the District may have because of the use of defective or unsatisfactory goods or work.

- M. STOP WORK ORDER:** The District may at any time by written notice to the Responder stop all or any part of the work for the RFP award. Upon receiving such notice, the Responder(s) will take all reasonable steps to minimize additional costs during the period of work stoppage. The District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule, the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- N. INSURANCE AND INDEMNIFICATION:** The Responder(s) agrees to indemnify and save harmless the District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder(s) furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the District. The Responder(s) will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits (see required insurance, C. Risk Management Provisions) acceptable to the District. The Responder(s) will, at the request of the District, supply certificates evidencing such coverage.
- O. RISK OF LOSS:** The Responder(s) assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder(s) or held by the Responder(s) or its suppliers for the account of the District, until such property has been delivered to the District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the District, from the time of shipment thereof to Responder(s) until redelivery thereof to the District.
- P. LAWS AND REGULATIONS:** Responder(s) will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responder(s) agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.
- All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement will be governed and construed in conformance to the laws of the State of Florida.
- Q. PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a proposal for a RFP to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list.
- R. PATENTS:** Responders agree to indemnify and save harmless the District its officers, employees, agents, or representative using the goods specified herein from any loss damage or injury arising out of

a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under the solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

- S. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the District, is an employee of the District and owns, directly or indirectly, an interest of five percent (5%) or more of the company.
- T. TERMINATION OF AWARD.** The District may terminate all or any part of a subsequent award by giving notice of default to Responder(s), if Responder(s), (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief or debtors. In the event of termination for default, the District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. The District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the District's sole obligations will be to reimburse Responder(s) for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder(s) for unfinished goods, which are specifically manufactured for the District and which are not standard products of the Responder(s), as of the date of termination, and a reasonable profit thereon. In no event is the District responsible for loss of anticipated profit nor will reimbursement exceed the amounts paid to Responder(s) under this RFP.
- U. DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, and RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- V. PERFORMANCE:** In an effort to reduce the cost of doing business with the District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Responder(s), the District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder(s) in default will be prohibited from activity for a period of time determined by the severity of the default, but not to exceeding two (2) years; (3) any other remedy available to the District in tort or law.
- W. AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect or audit all Responder(s) documents and records as they pertain to the products and services delivered under this RFP award. Such rights will be exercised with notice to the Responder(s) to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form will be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder(s).

- X. SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the District expects to receive as a minimum. Responders offering equivalent or superior products to the brand/model referenced will: (1) reference in their proposal the manufacturer's name, brand name, model or part number; (2) next to the price Responders will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP; Responders will enclose sufficient technical specification sheets and literature to enable the District to reach a preliminary evaluation; (4) the District may request and Responder(s) must agree to submit a sample or to provide its product on-trial or demonstration, whichever the District may deem appropriate, at no charge to the District; (5) the District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by the RFP or to be provided at the Responder(s) option, should be forwarded under separate cover to the attention of the Network Manager. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responder(s) are responsible for notifying and making arrangements for pick up from the District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the District.
- Y. PRIMARY EVALUATION CRITERIA:** Primary criteria evaluated in reviewing proposals submitted in response to this RFP include, but are not limited to: total price, quality of the product, availability of the product, the prior relevant experience of each Responder(s) and the responsiveness of each proposal to the specifications stated within the RFP.
- Z. IDENTICAL PROPOSALS:** Whenever two or more proposals are received by the District that are equal with respect to price, quality and service, preference will be given to the Responder whose business is headquartered in the State of Florida.
- AA. REJECTION OF PROPOSALS:** All proposals which are timely submitted and in compliance with the specifications provided herein will be considered. However, the District reserves the right to reject, with or without cause, any or all proposals if deemed to be in the best interest(s) of the District. In the event the District exercises its right to reject all proposals, the District reserves the right to reissue or not reissue this RFP if deemed to be in the best interest(s) of the District.
- BB. PROPOSAL PREPARATION COSTS:** Neither the District nor its representatives will be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- CC. AGREEMENT FORM:** All subsequent agreement as a result of an award hereunder, will incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- DD. ADDITIONAL TERMS AND CONDITIONS:** The District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

## **II. SPECIAL CONDITIONS**

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS will have precedence.

**A. TERMS OF AGREEMENT:** The term of this contract shall be from July 1, 2025 through June 30, 2028, and may, by mutual agreement between the District, and the awardee, a renewal for two (2) additional, one (1) year periods. If needed, the contract will be extended beyond the contract expiration date. Once the District has recommended and the Holmes District School Board have approved, the expiration date the proposer will be notified. Services and billing will NOT start earlier than July 1, 2025 All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.

**B. ADDITIONAL BANDWIDTH DUE TO INCREASE REQUIREMENTS:** The District may need to expand the bandwidth to any sites located on the wide area network to accommodate growth for the use of broadband applications. Such increases may occur within the District. Therefore, the District is seeking scalable service with incremental options in the pricing. Vendors must provide pricing for scaled bandwidth allocations for lit-leased fiber proposals as detailed in "Attachment A". All costs associated with such upgrades, including one-time fees to upgrade to the higher speed services, must be clearly identified in the vendor's proposal.

Such increases in capacity shall be within the scope of this RFP and scope of the contract to be executed by the parties and shall be considered a "minor contract modification" as that term is defined by E-Rate program rules. Providers should indicate whether they can accommodate such modifications and provide associated with those modifications.

**C. EMPLOYEE SCREENINGS:** If services are to be provided when District students are present, or the Responder will have access to District funds, or the Responder will be working directly with students, the following additional provision is herein incorporated and made a part of this agreement by this reference:

Responder will comply with all requirements of Section 1012.32 and 1012.465, Florida Statutes; by certifying that the Responder and all of its employees who provide services under this RFP have completed the background screening required by the reference statutes and meet the standards established by the statutes. This certification will be provided to the District in the form of a list of employees with current badge expiration dates to be verified no later than sixty (60) days after award or in advance of the Responder providing any services on campus while students are present, whichever is sooner. The Responder will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Responder and its employees. Responder 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. The parties agree that in the event that Responder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the Agreement entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this Agreement. Responder 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 Responder(s) failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes

**D. PERFORMANCE SERVICE LEVEL AGREEMENT:** The provider of lit fiber or alternative WAN services shall offer a Performance Service Level Agreement (Performance SLA or SLA) covering all WAN services proposed as part of this RFP, separately and collectively. At minimum, the Performance SLA should enforce 99.99 percent availability, high network throughput and low latency, jitter and packet

loss. Latency resulting from jitter and packet loss on the Wide Area Network that significantly degrades the quality of service for Video Conferencing, Voice over IP and Video Streaming shall be considered as service outages, even if basic transport of data can still occur. Significant degradation will be identified by the District at the time of service degradation. Providers shall submit an SLA with proposal response that clearly delineates how the provider will monitor and meet such performance standards. The District will consider the quality enforceability and applicability of the performance SLA in evaluating the responses.

Contractual language must clearly define your SLA and how your company will handle the monetary compensation if the SLA is not met.

- Measurement of non-compliance with the SLA shall be based on daily downtime, or degradation of services that is not caused by utilization beyond the requirement services contracted for at each listed site.
- The SLA must clearly define the refund or credit calculation methods that will be used if the definitions of service are not met. At a minimum such refunds or credits shall be no less than one half of the daily rate for the site(s) impacted by the service degradation or outage.

**E. RISK MANAGEMENT PROVISIONS:** Anything in the foregoing Articles to the contrary notwithstanding, each responder thereof hereby agrees to:

1. **HOLD HARMLESS/INDEMNIFICATION AGREEMENT:** Save and hold harmless, pay on behalf of, protect, defend, and indemnify the District, (including the District, their officers, agents, and employees) from and against any demand, claim, suite, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Responder (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this Agreement, or the maintenance of any facility, or the operation of any program, which is the subject to or, or is related to the performance of this agreement. The obligations of the Responder pursuant to this paragraph will not be limited in any way by any limitations in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Responder.
2. **REQUIRED INSURANCE:**
  - a. Maintain, keep in full force and effect during the term of this RFP and any extension and renewals thereof, and furnish to the District's Purchasing Department good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with and insurance company rated not lower than "A" by A.M. Best and Company. The District will be named as an additional insured. The policy and evidence of such insurance will be names as an additional insured. The policy and evidence of such insurance will be endorsed so as to provide coverage for all liability hereby contractually assumed by the Responder and a copy thereof will be delivered to the attention of the Administrator of Business Services at the address provided on page 1 of the RFP no later than sixty (60) days after RFP award or before beginning performance of this Agreement, whichever is sooner. Such insurance will not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with forty-five (45) days prior written notice to the Executive Director, which notice will be given by U.S. Certified Mail with



return receipt requested to the undersigned. No other form of notification will relieve the insurance company or its agents, or representative of responsibility

- b. If this RFP involves performance by officers, employees, agents or sub-contractors of the Responder, the Responder will also maintain, keep in full force and effect during the term of this RFP and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of Workers' Compensation insurance in the amount required by Florida Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of \$100,000.

- F. **CONFLICT OF INTEREST:** The Responder(s) affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Responder(s) family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the Responder(s) will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change
- G. **THE RESPONDER AS INDEPENDENT CONTRACTOR:** The Responder will have sole control over the manner and means of providing the services performed under this Agreement. The Responder's relationship to the District under this Agreement will be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.
- H. **COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations rulings, or enactments of any governmental authority. The Responder will obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work. In the event that any changes or updates to the laws, regulations, statutes, rulings or enactment of any applicable governmental authority resulting in additional administrative, reporting or documentation costs will not be charged to the District during the term of this Agreement, including any additional renewals.
- I. **GOVERNING LAWS:** This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement will be solely with the Circuit Courts of Holmes County, Florida. The parties hereby waive venue in any other forum.
- J. **EXAMINATION OF RECORDS:** The Responder agrees that the District, the Comptroller General of the United States of America, the Inspector General of the Federal Sponsoring Agency, the Auditor General of the State of Florida or their duly authorized representatives will have access to, and right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this agreement until the expiration of ten (10) years after final payment under this Agreement or such longer period as required by law.
- K. **FLORIDA PUBLIC RECORDS LAW AND COMPLIANCE: CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:
  - A. Keep and maintain public records required by the District for the services

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/> ).
  2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the District. Contractor's records under this Agreement include but are not limited to, supplies/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- B. 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 for by law. If a Contractor does not comply with the District's request for records, District shall enforce the provisions in accordance with the contract.
- C. Ensure that project 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 Contractor does not transfer the records to the District.
- D. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

A Contractor who fails to provide the public records to the District within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

It is the responsibility of the Responder to maintain, in a retrievable format, any and all records associated to this RFP and subsequent provision of services in accordance with the most current USAC guidelines. The District will not be responsible for Responder's failure to adhere to this requirement and the District reserves the right to define this failure as a material breach and pursue legal remedies in the event the District is required to return any or all award amounts as a result of the Responder's failure to maintain all associated records as required by USAC.

- L. INSTALLATION:** Where installation is required, Responder shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Proposal. Responder's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be new, of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Used, refurbished, damaged or deteriorated equipment and material is **not**

acceptable. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Responder shall protect the site from damage and shall repair damages or injury caused during installation by Responder or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, Responder shall promptly restore the structure or site to its original condition. Responder shall perform installation work so as to cause the least inconvenience and interference with District and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**M. GOVERNMENTAL RESTRICTIONS:** If the Responder believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Proposal, the Responder shall immediately notify the District in writing, indicating the specific restriction. The District reserves the sole right to accept any such alteration or to cancel the Proposal at no further expense to the District.

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

**M. INVOICES:** Invoices must be detailed as specified in section **IV. EVALUATION AND AWARD, Proposal Submission Format**. Invoices submitted more than sixty (60) days after project completion or service period may be deemed waived and not subject to payment. Audits will be conducted at the discretion of the District. Responder agrees that all documentation necessary to validate pricing listed on invoice will be provided to the requesting District representative within ten (10) business days of the written request. In the event additional time is required to obtain the necessary documentation, the successful Responder will notify the District designee within five (5) business days of the District's written request and provide a specified date that the documentation will be ready, which will not exceed thirty (30) days from the date of the written request. Further, the Responder agrees that payment for the invoice in question will be held, without penalty to the District, until the requested documentation has been provided and reviewed by the District, which will not be unreasonably delayed.

**N. PRICING:** Pricing for the lines listed on Attachment A and B will remain firm during the entire contract period, including renewals. No additional surcharges, defined herein as fees charged to connect, disconnect, minimums, or terminate early are allowed nor will be paid for the addition or removal of a line during the contract period. Any costs associated with providing the initial connectivity to a site must be clearly identified.

**O. MISCELLANEOUS:**

1. The submission of a proposal will be prima facie evidence that the Responder has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
2. Any proposal may be withdrawn until the date and time set for the opening of the RFP.

Any proposal not withdrawn will constitute an irrevocable offer to provide the District the services/products set forth in this RFP.

3. The District reserves the right to use other existing contracts when determined to be in their best interest. The District also reserves the right to bid separately any item(s) or service(s) covered under this RFP if deemed to be in the best interest of the District at any time during the term of this Agreement.
4. Except as it relates to any warranty provision established by this Agreement, and in addition to any and all rights by the parties in law or equity, the Responder may only terminate this Agreement upon mutual agreement between the Responder and the District following a sixty (60) days written notice submitted to the Director of Media Services as listed on page 1. The District may unilaterally terminate this Agreement or subsequent renewals in writing at any time. In the event of termination, either the Responder: (a) will be responsible for the delivery of all equipment for orders received up to the date of termination, or (b) may be mutually canceled without penalty upon agreement by the parties. The District will be responsible for payment of all goods, materials, and services ordered, received and accepted prior to termination. All warranty provisions as it relates to services/parts purchased during this Agreement will survive any termination between the parties regardless of cause and the supplier agrees to be obligated to continue to provide warranty repair service when and where needed as if no termination has occurred.
5. No work shall begin without first receiving either a Purchase Order for the specific job or receiving prior authorization to bill the work from the Contract Performance point of contact. In the event a Purchasing Card is used, no additional fees may be charged.
6. Responder(s) must be certified E-rate provider(s), shall have a "Service Provider Information Number" (SPIN) from the Schools and Libraries Division of the Universal Service Administrative Company and be responsible for complying with all rules and regulations of the E-rate program. This certification must be maintained throughout the term of the Agreement. Evidence of Responder's certification and annual re-certification by the Federal Communication Commission/Schools and Library Division ("FCC/SLD") must be provided no later than thirty (30) calendar days following the start or renewal of an Agreement term. Failure of Responder to maintain this certification, re-certify annually, or have certification revoked by FCC/SLD shall constitute a material breach and be subject to immediate termination at the discretion of the District. Further, Responder shall reimburse the District for the full amount of any and all invoices resulting from the services provided by Responder under prior or current agreement terms that do not get approval for reimbursement by the FCC/SLD because of Responder's lack of certification, failure to re-certify or revocation of certification, as required by the FCC/SLD.
7. During the course of the Agreement, including renewals, should the District encounter performance issues in the execution of this RFP, the District will begin documenting information concerning those instances. After three (3) instances are recorded within an Agreement Term, a meeting will occur involving representative from the Responder in question, and the Network Manager to address these issues. If performance does not improve in accordance with the established benchmarks from the joint meeting, the District reserves the right to terminate the Agreement. Should an instance be of such severity that the District has reasonable concern for the safety or viability of the operational ability, then the District reserves the right to request an immediate meeting to address the issue without waiting for three (3) documented records.

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

P. **DEFINITIONS:** For the purposes of this Request for Proposal (RFP) and future renewals, the following definitions apply:

1. **Data Communications:** Data communications is a designation referring to any stand-alone or bundled equipment, systems, or services (including but not limited to: all cable types; wireless and hardwired electronics; transport and monitoring protocols; operating systems; miscellaneous components, materials, and supplies; and certified personnel) that facilitate and/or maintain the capacity to transfer data, voice, or video over the District’s LAN’s, WAN, closed Circuits, and Telephony networks.
2. **Inside Plant:** Inside plant is a designation applied to any data communications equipment, systems, or services located on District property. Predominately, but not exclusively, inside plant refers to data communications equipment, systems, and services providing connectivity within individual District facilities (LAN’s, Local Area Networks).
3. **Outside Plant:** Outside plant is a designation applied to any data communications equipment, systems, or services located outside District property. Predominately, but not exclusively, outside plant refers to data communications equipment, systems, or services providing connectivity among District facilities (collectively referred to as the District WAN, Wide Area Network).

### III. EVALUATION AND AWARD

Points will be awarded based on the responses in each proposal received. Lack of a response for any item may receive (0) zero points for that item. All attachments must be clearly marked and reference the appropriate item. Additional information may be submitted by the Responder, however, the evaluation committee will be solely responsible for determining the weight, if any, such information will be assigned.

### IV. PROPOSAL EVALUATION PROCESS:

Proposals are received and publicly opened. Only names of Responders are read at this time.

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

Any award pursuant to this RFP will be based upon the following elements:

1. Cost (40%)
2. Vendor’s experience configuring/managing network switches and wireless access points (20%)
3. Prior experience with HDSB (20%)

4. Client references and/or citations from prior clients where equivalent services have been provided for projects of similar size and scope (10%).

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

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

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

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

- V. PROPOSAL SUBMISSION FORMAT:** Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District. In order to maintain comparability and enhance the review process, it is required that the items below be organized as specified. Proposals received which do not contain ALL items listed in this section will be considered non-responsive at the sole discretion of the District. Proposals which do not contain the "minimum items" as listed below will automatically be disqualified. The District will not be responsible for late or lost proposals. Responders assume responsibility for having the RFP deposited on time at the place specified. The official clock for determining the time shall be that utilized by the District at the place the RFP is received. It is advised that Responders utilize a method that provides tracking and proof of delivery.

The address to submit proposals will be:

**Holmes District School Board  
Attn: Melissa Baxley, Coordinator of Technology Integration & Media  
307 W. North Ave.  
Bonifay, FL 32425**

**1. MINIMUM ITEMS** (Failure to supply these pages and items will automatically disqualify your proposal submission):

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

- Completed and signed "470 Request for Proposal" acknowledgement (pgs. 1 and 2)
- Completed and signed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" (pgs. 16 and 17)
- Completed and signed "E-rate Certification Form" (pg. 20)

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

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

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



## Certification

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

Business Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

## DRUG FREE WORKPLACE

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

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

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

Responder's Signature \_\_\_\_\_

## CONFLICT OF INTEREST DISCLOSURE

**Conflict of Interest and Ethical Considerations.** The Responder affirms that, to the best of his or her knowledge, there exists no actual or potential conflict between the Responder's business or financial interests and its services under this RFP. In the event there may be an actual or potential conflict, the Responder will notify the Administrator of Business Services on page 1 of the possible conflict(s) of interest which may arise as a result of such change.

Examples of potential conflicts of interest are listed below:

1. Recent hiring or in-progress consideration for employment of persons that are currently or have been with the District (last three (3) years) in connection to the Business Department.
2. Recent termination (voluntary or otherwise) of Responder's employee(s) to be gainfully employed by the District in connection with the Business Department.
3. Current bid submission directly or as a sub-contractor with the District.
4. Holding a consulting, advisory, or other similar position with the District outside of direct correlation of authorized work.
5. Holding any current membership on a committee, board, or similar position with the District.
6. Having a relationship with District personnel specifically connected to Business Department. Additionally, having a relationship specifically connected with District personnel. This includes any affiliation or relationship by marriage or through family membership, any business or professional partnership, close personal friendship, or any other relationship.

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

Responder's Printed Name \_\_\_\_\_

Responder's Signature \_\_\_\_\_

## E-RATE CERTIFICATION FORM

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

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

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

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

Responder's Printed Name \_\_\_\_\_

Responder's Signature \_\_\_\_\_

Responder's SPIN \_\_\_\_\_

Date of last certification \_\_\_\_\_

## Attachment A

The Holmes District School Board is comprised of eight locations and is seeking basic maintenance of internal connections and eligible equipment listed below. Maintenance services would encompass the repair, upkeep, and installation of eligible hardware as listed below, and would include wire and cable maintenance and installation, implementing configuration changes for network equipment, on-site or virtual training for eligible equipment, and upgrade of software, security patches and bug fixes for eligible equipment. Troubleshooting of equipment issues would need to be conducted within 24 hours of any reported problems. Technical support staff would need to be available to answer the phone during normal business hours (Monday-Friday) and resolve the majority of issues before ending the call. Should a major technical event occur and remote troubleshooting efforts become unable to resolve the issue, on-site support would be dispatched within a reasonable timeframe.

Bethlehem High School  
 2767 Highway 160  
 Bonifay, FL 32425

Type of Equipment	Manufacturer	Description	Model #	Quantity
Switch	Ruckus	ICX 7250 48 Port	ICX7250-48P	1
Switch	Ruckus	ICX 8200 48port POE+	ICX8200-48PF	12
Access Points	Ruckus	R770	R770	28
Access Points	Ruckus	T750	T750	1

Bonifay K-8 School  
 140 Blue Devil Drive  
 Bonifay, FL 32425

Type of Equipment	Manufacturer	Description	Model #	Quantity
Switch	Ruckus	ICX 8200 48Port POE+	ICX8200- 48ZP2	16
Switch	Ruckus	ICX 8200 48Port POE+	ICX8200-48PF	3
Access Point	Ruckus	R770	R770	50
Access Point	Ruckus	R720	R720	4
Switch	Ruckus	ICX 7750 48 Port	ICX7750-48F	1

Graduation Assistance Program (GAP)  
 307 W. North Avenue  
 Bonifay, FL 32425

Type of Equipment	Manufacturer	Description	Model #	Quantity
Switch	Ruckus	ICX 8200 48 Port POE	ICX8200- 48P	1
Switch	Ruckus	ICX 7450 48 port POE	ICX7450- 48P	4
Access Point	Ruckus	R770	R770	4

Holmes County High School  
 105 Blue Devil Drive  
 Bonifay, FL 32425

Type of Equipment	Manufacturer	Description	Model #	Quantity
Switch	Ruckus	ICX 8200 48port POE	ICX8200- 48PF	6
Switch	Ruckus	ICX 7250 48 Port POE	ICX7250-48P	6
Access Point	Ruckus	R770	R770	19
Access Point	Ruckus	T750	T750	1

Ponce de Leon Elementary School  
 1473 Ammons Road  
 Ponce de Leon, FL 32455

Type of Equipment	Manufacturer	Description	Model #	Quantity
Switch	Ruckus	ICX 7150 48 Port POE	ICX7150- 48ZP	2
Switch	Ruckus	ICX 8200 48 Port POE	ICX8200- 48PF	12
Access Point	Ruckus	R770	R770	13
Access Point	Ruckus	T750	T750	1

Ponce de Leon High School  
 1477 Ammons Road  
 Ponce de Leon, FL 32455

Type of Equipment	Manufacturer	Description	Model #	Quantity
Switch	Ruckus	ICX 7150 48 Port POE	ICX7150-48ZP	1
Switch	Ruckus	ICX 8200 48 Port POE	ICX8200-48PF	13
Access Point	Ruckus	R770	R770	14
Access Point	Ruckus	T750	T750	1

Poplar Springs High School  
 3726 Atomic Drive  
 Graceville, FL 32440

Type of Equipment	Manufacturer	Description	Model #	Quantity
Switch	Ruckus	ICX 7150 8 Port POE	ICX7150-48ZP	2
Switch	Ruckus	ICX 8200 48 Port POE	ICX8200-48PF	11
Access Point	Ruckus	R770	R770	14
Access Point	Ruckus	T750	T750	1

HDSB Bus Barn  
 702 E. Pennsylvania Avenue  
 Bonifay, FL 32425

Type of Equipment	Manufacturer	Description	Model #	Quantity
Switch	Ruckus	ICX 8200 48 Port POE	ICX8200-48P	1
Switch	Ruckus	ICX 7150 48 Port	ICX7650-48F	1
Access Point	Ruckus	R720	R720	2
Access Point	Ruckus	T750	T750	1