



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

REQUEST FOR PROPOSAL FOR VIDEOCONFERENCING EQUIPMENT

RFP Purpose: It is the intent of Holmes County School Board to solicit proposals from qualified businesses to provide videoconferencing equipment, installation, and configuration to (7) school/office sites within the district, FL, pursuant to the terms, specifications, and conditions set forth within this RFP. The specifics regarding the site(s) are located on Attachment(s) "A".

RFP Release Date: May 6, 2025

RFP Title: Request for Proposal for Videoconferencing Equipment

RFP No.:RUS-DLT 25-01

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

Deadline for Submitting Questions: May 16, 2025 by 3:00 p.m. (CST) Proposal

Due Date and Time: May 27, 2025, 12:00 p.m. (CST)

Proposal Opening Date, Time and Location: May 27, 2025, 12:15 p.m. (CST), HDSB District Office

Tentative Award Recommendation Date: Tuesday, May 27, 2025

RFP Submission Address: All proposals must be in a sealed envelope clearly marked "Request for Proposal for Videoconferencing Equipment" and be personally delivered, mailed to, or emailed to:

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

Proposals submitted via email will receive confirmation of receipt.

THE FOLLOWING MUST BE COMPLETED, SIGNED, 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: _____

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: _____

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 **May 16, 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 positing 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.

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 manufacture'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. 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

- B. 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 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.

- C. 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
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

- I. **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.

- J. 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.
- K. 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 required by RUS-DLT program guidelines. Invoices must reflect the name Holmes County School Board as it is stated in the District's SAM.gov entity profile.
- N. 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.
- O. PRICING:** Pricing for the lines listed on Attachment A will remain firm during the entire contract period.
- P. 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. 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 Coordinator of Media Services 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.
7. 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.

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.

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):

- Completed and signed “Request for Proposal” acknowledgement (pgs. 1 and 2)
- Completed and signed “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” (pgs. 15 and 16)
- “Drug Free Workplace” Certification (pg. 17)
- “Conflict of Interest Disclosure” (pg. 18)
- Completed and signed Byrd Anti-Lobbying Amendment Certification (pgs. 19, 20, 21)

2. TOTAL PROJECT PRICE (30 points maximum):

- Pricing from Attachment A.
- Indicate if additional/replacement equipment will be necessary and include equipment specifications, justification, and cost.

3. QUALITY OF PROPOSED SOLUTION/STATEMENT OF WORK (25 points maximum):

- The District requires all listed media center sites operational no later than 8/4/2025. Individual classroom sites at Bonifay K-8 will be subject to a phased implementation schedule. Submit a Statement of Work detailing each site’s proposed completion/operational date which may be subject to potential penalties which may, at the District’s discretion include termination or financial penalties if delay is due to Responder, if not operational by the Responder-provided timeline. The timeline should reflect information and planning in the event the project is disrupted due to severe weather or other Force Majeure events. Also indicate if there is any lead-time required from issuance of Purchase Order to start of project.

4. REFERENCES/EXPERIENCE WITH SIMILAR PROJECTS (15 points maximum):

- Prior experience with the RUS-DLT grant
- Submit a maximum of three (3) references for similar services within the last five (5) years for school districts, Districts or public entities with equal to or greater than the District’s requested numbers. Each reference must be for a separate entity/location and contain; name, title, phone number, email, brief explanation of type of work completed and when. If references are submitted, Responder agrees the submission of contact information serves as permission to contact and receive information from references.
- Indicate if the District will be provided a dedicated Point of Contact and if so, provide his/her contact information

5. WARRANTY/REPAIR/RESPONSE (15 points maximum)

- Provide a brief (maximum two pages) overview of the company to specifically address:
 - Number of years in business as a service provider
 - Insurance held
 - Number of employees in company
 - Any past, current or pending suspension and/or debarment from participating as an E-Rate provider
 - What sets your company apart as a provider of videoconferencing equipment
- Indicate if subcontractors will or are expected to be utilized in the performance of this service. If subcontractors will be used, describe extent of involvement as well as the company names and type of

work they would be contracted to perform if utilized.

- Indicate the level of assistance to be provided by District personnel (ie, dedicated Point of Contact, etc.).
- Provide a sample invoice that will be used during the term of this proposal. At a minimum, the invoice should clearly identify the name and location of the Responder and include:
 - Date of invoice
 - Date(s) of service
 - Detailed description of goods/services provided
 - Clearly identify the breakdown of eligible/ineligible charges (as applicable)
 - Statement certifying the invoice is accurate with Responder authorized signature
 - Any additional invoicing requirements as stated in the RUS-DLT grant guidelines

6. POSITIVE PRIOR EXPERIENCE WITH HDSB (15 points maximum)

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.

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 participant 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 _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	3. Report Type: a. initial filing ____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503