



**“Building A Brighter Future”**

**REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT**

Posting Date:  
**January 13, 2016**

Purchasing Contact:  
**Shirley Alday (aldays@gcpsmail.com)**

RFP TITLE  
**Telecommunication Services  
Internet Access  
Wide Area Network**

RFP NUMBER  
**2016-16-01**

RFP OPENING AND TIME: **February 12, 2016@ 2:00 P.M. EST**

NOTE: PROPOSALS RECEIVED AFTER THE OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School Board of Gadsden County, Florida, (the Board) solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School Board District's Office at 35 Martin Luther King Jr. Blvd Quincy, Florida, by the "RFP Opening Date & Time" referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Proposer. Proposals may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.

**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 PROPOSER.**

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Federal Employer's Identification Number (FEIN) \_\_\_\_\_

SPIN Number: \_\_\_\_\_ Dunn & Bradstreet# \_\_\_\_\_

Telephone Number \_\_\_\_\_ EXT \_\_\_\_\_ FAX \_\_\_\_\_

Email \_\_\_\_\_

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER PROPOSER 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 THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

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

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**BID IDENTIFICATION LABEL**

**NOTICE TO ALL BIDDERS:** A label has been provided to properly identify your bid. Place the Bid in a sealed envelope , type name and address of the bidder on the label and affix the lable to the front og the envelope.

The Superintendent's office is open 8am-5pm, Monday through Friday. If you hand deliver a proposal, a representative will be avaiable to time/date your submittal during these hours.

Cut out the label below and attach it to your envelop.

<b>Sealed Bid- DO NOT OPEN</b>	<b>Sealed Bid- DO NOT OPEN</b>
<b>Bid Title: Telecommunications Services</b>	
<b>Internet Access</b>	
<b>Wide Area Network</b>	
<b>Bid Number: 2016-16-01</b>	
<b>Bid Opening: Date <u>February 12, 2016</u> Time <u>1400 hours /2:00pm</u></b>	
<b>From:</b> _____	
<b>Address:</b> _____	
<b>Deliver to: School Board of Gadsden County</b>	
<b>Attn: Purchasing/Finance Department</b>	
<b>35 Martin Luther King Jr. Blvd</b>	
<b>Quincy, FL 32351</b>	
<b>Sealed BID- DO NOT OPEN</b>	<b>Sealed Bid- DO NOT OPEN</b>

## Introduction

The Gadsden County School District is seeking proposals for E-rate 2015 Funding Year (**July 1, 2016 to June 30, 2017**).

The selected vendor shall guarantee that the costs quoted are all inclusive. The vendor shall agree that if reduced rates for selected services become available during the life of the contract, the lower rates will apply under the contract in force. The maximum price for any higher rate is capped at the proposal rate.

The district reserves the right to reject any and all proposals and to make any and all purchases to the best interest and advantage of the district; however, price will be the greatest determining factor in vendor selection.

From the time of receipt of this Request for Proposal (RFP) until the announcement of contract award(s), vendors are strongly cautioned to limit **any** communications with the district to the person(s) identified as the district contact(s). Any attempt to circumvent the bidding process by contacting other personnel at the district or the schools directly may result in the disqualification of the vendor.

Any questions concerning this E-rate proposal should be addressed via email to:  
**erate@gcpsmail.com**

John Thomas, District Network Coordinator

Sheantika Wiggins, Director of Instructional Media & Technology

In the event the Gadsden County School District begins to experience budget restraints, or the E-rate program is cancelled, the Gadsden County School District reserves the right to re-negotiate with the selected vendors. This may also include canceling services and /or scaling back on services, equipment, or bandwidth. The Gadsden County School District reserves that the billable services approved for funding shall not begin until July 1, 2016.

**The Gadsden County School District (GCSD) is submitting a Form 470 to the School & Libraries Corporation (E-rate Program) that will cover the following eligible sites:**

1. Carter-Parramore Academy (CPA)
  - a. Hope Academy (located on CPA's campus)
  - b. Gadsden Central Academy (located on CPA's campus)
2. Chattahoochee Elementary School
3. East Gadsden High School
4. Gadsden Elementary Magnet School
5. Gadsden Technical Institute
6. George W. Munroe Elementary School
7. Greensboro Elementary School
8. Gretna Elementary School
9. Havana Magnet School
10. James A. Shanks Middle School
11. St. John Elementary School
12. Stewart Street Elementary School
13. West Gadsden High School

**Objective**

To identify qualified Vendors to provide Telecommunications, Internet Access, and Wide Area Network Connections for E-rate funding year 2016. Contracts must be signed for E-rate eligible services on or before March 26, 2016.

**Proposal Sections**

This RFP is requesting Fixed Price proposals on the following sections of services. Respondents may elect to limit their proposals to a single service within any Section, or multiple services within any or all sections.

- Telecommunications Services
- Internet Access (IA)
- Wide Area Network (WAN)

**Scope of Work**

This RFP outlines the Scope of Work for each of the three (3) proposal sections referenced above. Each service proposed is to be priced separately with all E-rate ineligible items identified. Services may be awarded to multiple vendors.

## Telecommunications Services

Quote Hosted VOIP telephone service for voice services to all district sites listed below. Quote one-time costs separately from monthly costs. The number of users is listed for each site. All quotes will be considered equally. Note that the district already made a substantial investment in the purchase of Polycom telephone handsets (model Sound point IP 450, 550 & 650) and therefore compatibility with our Polycom handsets will be an additional selection criterion. Hosted VOIP telephone service for voice/fax services to school sites in the following communities:

School/Site	Address	Number of Handsets	
Carter-Paramore Academy	631 S. Stewart St Quincy, FL 32351	87	
George Munroe Elementary School	1830 W. King St Quincy, FL 32351	90	
St. John Elementary	4463 Bainbridge Hwy Quincy, FL 32351	40	
Chattahoochee Elementary	335 Maple St. Chattahoochee, FL 32324	35	
Greensboro Elementary	559 Greensboro Hwy Greensboro, FL 32351	47	
Stewart Street Elementary	749 S. Stewart St. Quincy, FL 32351	90	
East Gadsden High School	27001 Blue Star Hwy Havana, FL 32333	111	
Gretna Elementary	706 MLK Jr. Blvd Gretna, FL 32332	40	
West Gadsden High School	200 Providence Rd Quincy, FL 32351	62	
Havana Magnet School	1210 Kemp Road Havana, FL 32333	101	
Gadsden Elementary Magnet School	500 West King St Quincy, FL 32351	46	
James A Shanks Middle School	1400 West King St. Quincy, FL 32351	67	
Gadsden Technical Institute	201 Martin Luther King Jr Blvd Quincy, FL 32351	31	
District Office	35 Martin Luther King Jr Blvd Quincy, FL 32351	87	

Long Distance services for all schools and the district office. (Quote in-state, out-of- state, & rounding-up policy).

The School District currently uses Polycom Soundpoint IP Phones 450, 550, and 650. The District has no intentions of changing from those handsets; please make that a consideration when responding. We need a feature rich solution which will allow the District to have as much control as possible. Some but not all features needed:

- Browser based Dashboard/Control Panel
- Voicemail
- Conferencing
- Ability to access voicemail outside of the LAN/WAN
- Ability to edit, change or assign extensions on the fly
- Ability to assign designated numbers
- Unified email to phone
- Paging
- Caller ID
- Forwarding to any designated number
- Call Reject
- Call back upon busy
- Auto Attendant
- Custom Call Routing
- Minimum 3000 minutes local and long distance per month per user

**Selection Criteria VoIP Services**

Costs	30%
Compatibility with District Handsets	25%
Quality of Proposal (Features)	25%
Previous Vendor Experience	20%

**Cellular-Mobile**

Gadsden County School District is requesting proposals to support cellular wireless services, for up to 50 phones for use throughout the Gadsden County School District. These services need to be under one master billing account. The district currently has phone/wireless equipment already in use. We need to maintain the cellular numbers we currently have in service and have the option to increase the number of lines available. Any additional numbers needed must be able to be added to our current services. Unlimited services will be given special consideration. We prefer yearly contractual services, but will consider a multi-year contract. This is not a guarantee or commitment to contract with a different vendor, but is being utilized to find the most advantageous solution for our district.

**Selection Criteria Cell-Mobile**

Costs	40%
Portability of Existing Numbers	25%
Unlimited Services (Data, Voice, Text)	25%
Length of Contract	10%



## Internet Access

Requesting proposals to provide Internet Access up to 2 GB services for all facilities within the District with the administrative hub and initial Internet access point located at the Gadsden County School District 35 Martin Luther King Jr. Blvd Quincy FL 32351. Prices should be quotes @ 500mb increments. The proposal must include services required to deliver full E-rate eligible ISP services to support the current bandwidth (500mb). Student testing is web based and bandwidth quoted should be symmetrical. The Gadsden County School District currently leases services for Internet Access services/data transmission services for the following eligible locations:

School/Site	Address		
Carter-Paramore Academy	631 S. Stewart St Quincy, FL 32351		
George Munroe Elementary School	1830 W. King St Quincy, FL 32351		
St. John Elementary	4463 Bainbridge Hwy Quincy, FL 32351		
Chattahoochee Elementary	335 Maple St. Chattahoochee, FL 32324		
Greensboro Elementary	559 Greensboro Hwy Greensboro, FL 32351		
Stewart Street Elementary	749 S. Stewart St. Quincy, FL 32351		
East Gadsden High School	27001 Blue Star Hwy Havana, FL 32333		
Gretna Elementary	706 MLK Jr. Blvd Gretna, FL 32332		
West Gadsden High School	200 Providence Rd Quincy, FL 32351		
Havana Magnet School	1210 Kemp Road Havana, FL 32333		
Gadsden Elementary Magnet School	500 West King St Quincy, FL 32351		
James A Shanks Middle School	1400 West King St. Quincy, FL 32351		
Gadsden Technical Institute	201 Martin Luther King Jr Blvd Quincy, FL 32351		
District Office	35 Martin Luther King Jr Blvd Quincy, FL 32351		

District Offices (Internet Service is currently provided by FIRN2 and TDS)  
*This site serves as the central location for Internet Access for all of the eligible sites listed above.*

These eligible sites currently have fiber connections to the district office that are dedicated to Data Services rated at 500MB with TDS and 4 T1 lines with FIRN for all schools. An SLA will be required for selected vendor.

**Selection Criteria Internet Access**

Costs	40%
Bandwidth Capacity to and from District	30%
Symmetrical	20%
Response time to outages	10%

**Wide Area Network**

Quote WAN service to connect all district sites listed below to the head end site located at 35 Martin L. King, Jr. Blvd, Quincy, FL. Quote both 1 gig and 10 gig WAN services. E-rate defines this service as Leased Lit Fiber which means the vendor will construct a fiber cable network and terminate the fiber into vendor-owned routers at each site.

The cost of this service shall be presented as a monthly cost over a 3 or 5 year time period. Pricing must delineate development "one-time" costs as well as recurring monthly costs.

The proposed lease is to include any and all subsequent charges, including but not limited to, tariffs from utility companies for use of poles, licenses and permits to perform work, and other expenses, which may be incurred.

All costs must be provided in an itemized format outlining bandwidth provided.

Proposers will be responsible for accurately providing all costs.

A minimum of Layer 3 Switching Services are required to provide routing and limiting protocol transmission between eligible sites where needed.

| SLD regulations require that the telecommunications provider must own this hardware.

Qualified Technical Support staff must be assigned to support this project.

The Network proposed should facilitate and support reliable and cost effective connection to

the Internet, and be able to handle any routing or equipment issues that are required to connect to the Internet.

In order to assess the vendor's ability to provide WAN services necessary to meet District needs, the response to this RFP must address the "development process". Describe in detail how your WAN solution actually provides the services described. This description should include, but not be limited to:

1. Site survey components and findings
  2. Transport alternatives considered and explanation of solution(s) selected
  3. Anticipated time requirements to obtain permits, certifications, etc.
  4. Anticipated time to install services solution.
  5. Use of subcontractors for cable and electronics installation, etc.
6. A project management and implementation plan that includes a timeline outlining the completion of the network for each building.
  7. A network design showing available bandwidth between locations.

The Contractor is responsible for becoming familiar with the conditions at each work site and allowing for them in the proposal.

Any permits and inspections required for the proper installation of the specified project shall be furnished and coordinated by the contractor at his sole expense.

All network cutover work must be performed after normal school hours or on weekends to avoid disruption to students and staff. All work areas and materials must be secured and a safe environment maintained for students and staff.

The completed installation must be inspected and approved in accordance with all state and local codes and requirements.

All Contractors shall carry Worker's Compensation Insurance, in addition to Public Liability Insurance. Verification of this insurance must accompany the vendor's proposal.

The contractor shall remove from the premises any resultant debris and return the surrounding areas to previous condition.

A Company Profile is required detailing years in business, number of employees, certifications, and service center locations. Provide at least 3 references of similar projects.

Certification must be indicated that the vendor is a telecommunications provider at the time the bid is submitted under local PUC regulations.

**“Secure Services”** – The School District requires its wide area network be secure. The vendor must document how the services being proposed will provide security measures to ensure the integrity of sensitive student and personnel data that will be transported across the wide area network.

**“Reliable Services”** – The School District requires that the wide area network be reliable. The vendor must document how they, as a company, can provide 24/7 reliability. This documentation should also include:

- i. A toll free number that is monitored 24/7 for the district network manager to use to report problems.
- ii. A single contact person who will be responsible for working with the district network manager to resolve all problems.
- iii. Assurances that the vendor will maintain backups of configurations and spare equipment for reliability.

**“End-to-End Services”** – The vendor must provide, install, and configure leased equipment for each school site and the district office that is necessary for the use of these services. For this proposal, the vendor shall provide the District with

- i. A description of the equipment that will be installed to include Make, Model, Electronic Specifications. Manufacturer’s spec sheets are preferred.
- ii. Cost for the installation and configuration of this equipment must be listed as a “onetime, non-recurring cost” in the proposal.
- iii. MUST be compatible with existing network hardware and configuration.

### **Installation Requirements**

The successful proposer must be able to integrate and support all WAN components between district locations and provide a single handoff to the District at each location. The successful proposal will be for a solution networked to specific locations within each site and contained in a wall mounted, secure, box.

The District and successful vendor must mutually agree on the implementation schedule. Failure to meet the timelines agreed upon may result in a penalty equal to 0.10% per day reduction in the total contract value for each day the provider fails to deliver the procured services from the date said same service became due.

Please provide a copy of all necessary contracts in your bid response. Also provide diagrams

of proposed WAN in Visio or similar format.

**As required by the School & Libraries Corporation, the Vendor will provide a statement that the following is true:**

The service provider will install equipment on the premises of the eligible sites as a part of their provision of eligible telecommunication services. The equipment will be considered part of the provision of end-to-end telecommunication services (not as Internal Connections).

The Instructional Technology Department is not seeking a wireless alternative solution to the wide area network, but one can be submitted for consideration. The district owns ITFS towers at all sites, but the condition and heights of these towers may not prove to be of the quality needed for a secure, stable wireless network.

A multi-year contract (Max 3 years) may be submitted if there is a clause that allows the School District the right to end the contract if E-rate funds become unavailable. An SLA will be required for selected vendor.

**WAN Service Selection Criteria**

Costs	40%
Quality of the Proposal	30%
Compatibility	20%
References	10%

## Vendor Information

The following information is REQUIRED for all vendors.

- I. **Please provide the following information as part of your application. (GCPS reserves the right to reject any and all applications from vendors that omit this information from the application.)**
  1. What is your previous experience with E-rate-supported services?
  2. What is the previous amount that you have had funded in Telecommunications, Internet Access and Internal Connections, and/or basic Maintenance sections?
  3. What assistance can you provide during the Program Integrity Assurance (PIA) and Item 25 review as pertains to the delivery of eligible services awarded to your company?
  4. What documentation and backup material can you provide in the event that an appeal either the SLD or the FCC is necessary?
  5. What experience have you had in assisting customers in filing for extensions and substitutions?
- II. According to the Universal Service program to qualify as a participant:
  1. The vendor must:
    - a. Apply for a Service Provider Identification Number (SPIN)
    - b. Agree that the school's portion of the contract is subject to the availability of the discount to the schools on a yearly basis.

- c. Separate ineligible services and equipment from eligible services and equipment and include start and completion dates for the work on each invoice.
  - d. Agree to assist the GCSD in resolving administrative issues that arise from the Universal Service program.
  - e. Provide resume(s) for your E-rate Project Executive. The resume must reflect 3-5 years of successful E-rate project management with school districts of comparable enrollment.
2. The Vendor submitting a proposal involving equipment (switches, routers, telephones, servers, etc.) must have no less than two full-time certified professionals on staff and a certified professional must complete installation.
  3. The Vendor submitting a proposal involving equipment (switches, routers, telephones, servers, etc.) must provide "help-desk" assistance by a qualified technician between 8 a.m. and 4p.m. EST via a toll free telephone number.
  4. The Vendor must be able to provide on-line remote support assistance to customer.
  5. The Vendor must be able to provide on-site management/maintenance service with a response time of three hours or less.
  6. The Vendor must provide evidence of at least 5 years of experience in integration and installation of telecommunications services.
  7. Proof of the above qualifications and evidences of the above must be part of the RFP.
  8. The Vendor must be completely and solely responsible for the transportation and completion of all repairs to the equipment from and to the original location and coordinate all warranty repairs.
  9. If equipment that is under warranty is not operational because of defects at any time after receipt of the product by the GCSD, the vendor will provide replacement equipment until the defective equipment is repaired or replaced.
  10. The Vendor will designate a Liaison or Project Manager within the Vendor's firm with whom all concerns and issues will be addressed.
  11. The Vendor will provide the GCSD with alternative methods of contact other than the telephone (i.e., cell phones, pager or email addresses).
  12. The Vendor will make certain that its employees, agents, volunteers and contractors, who may have contact with students, are in compliance with Florida's Jessica Lunsford Act.

13. In the event that the GCSD determines in good faith that a Vendor's employee is not conducting himself/herself in a professional manner, the Media & Technology Director will contact the Vendor with respect to such conduct and will act in accordance with the appropriate Sections of the signed Services Agreement. (See Personnel Disqualification)
14. All communications from an awarded Vendor to the GCSD shall be directed to the Director of Instructional Media & Technology or his/her designee. No other employee of the GCSD will be authorized to operate under the terms of any agreement resulting from this RFP.
15. The successful Vendor shall comply with all Federal, State, and Local laws, ordinances, regulations and Gadsden County School Board rules and policies pertaining to work for the school district, and shall, at its expense, obtain any permits that may be required.
16. The Vendor will not discriminate or permit discrimination against any person because of race, color, religion, sex or national origin. In the event of such discrimination, the GCSD may, in addition to any other rights available under this RFP, at law or in equity, terminate the Vendor.
17. The Vendor and all subcontractors agrees to preserve the confidential nature of confidential, nonpublic information disclosed to it by the GCSD in the course of this RFP. During the performance of this project, the Vendor may be exposed to data of a confidential or which it gains access to in the course of this contract.
18. All proposals shall specify in detail, what information and/or documentation contained within the proposal is considered confidential or proprietary information by the Vendor.
19. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery to the designated contact at the designated time.
20. Should the vendor require a subcontractor for purposes of the work/services as part of this RFP, they must declare in the RFP the name of the subcontractor and their address and telephone number. GCSD reserves the right to reject any subcontractor without explanation or recourse by the vendor or subcontractor. Neither party to the contract shall assign the contract or sublet it as a whole without the consent of Gadsden County School Board, nor shall the vendor assign any monies due or to become due to him without written consent of the School Board.
21. All new vendors (those who have never held a contract with the Instructional Media & Technology Department) will be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal and are in all respects competent and an eligible Vendor to fulfill the terms of this request. GCSD may make such investigation as deemed necessary to determine the ability of the Vendor to provide the items required and reserves the right to reject any Vendor's proposal if evidence fails to indicate the Vendor is qualified to provide the items on this request.



22. Vendors must provide evidence of successful past performance in providing turnkey network integration in the commercial and/or private market place during the last five years. Depending on the area of service, the Vendor must provide evidence of his ability to provide the following examples of services:
- Network Integration (both LAN and WAN)
  - Network Engineering
  - Inside and Outside cabling if submitting a proposal for infrastructure and/or Local
  - Area Network Maintenance
  - Microsoft/Novell LAN Installation and Management
- PBX installation, integration, and maintenance if submitting a proposal
- involving telephone systems

The submission of a minimum of three references with contact name, county/school name or company name, address phone number, and a brief description of the work performed in paragraph form will be applicable for this section of the RFP.

### 23. Personnel Qualifications

- a. The CONTRACTOR agrees to provide personnel who are citizens or local resident aliens of the United States or have been granted authorization to seek employment in this country by the United States Immigration and Naturalization Service.
- b. The CONTRACTOR agrees to provide personnel of good moral character.
- c. The CONTRACTOR agrees to provide only personnel who have met the Level 2 screening requirements of Section 1012.465-468, Florida Statutes.
- d. All personnel furnished by the CONTRACTOR must meet or exceed current Finger print requirements set forth by the AGENCY to comply with the Jessica Lunsford Act and Safe Schools.
- e. The CONTRACTOR or subcontractor agrees to pay all cost for personnel to meet the requirements of Section 1012.32(3)(2) and (b), Florida Statutes. The Contractor will also pay the cost for ID Badges which meets the District requirements.

24. Employment Verification (E-Verify) Pursuant to State of Florida Executive Order Number 11-116, CONTRACTOR is required to utilize the U. S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees by the CONTRACTOR to work in the U. S. during the contract term. CONTRACTOR shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U. S. during the Contract term.

### 25. Personnel Disqualifications

The CONTRACTOR agrees not to assign personnel on Gadsden School District premises who have:

- More than three (3) misdemeanor convictions.

- Any felony conviction for which a violent crime against another person has been committed.
- One (1) or more felony conviction none less than (3) three years old.
- One or more misdemeanor/felony convictions of domestic violence.
- Are currently listed as a respondent in any injunction for protection and, furthermore anyone who has been convicted for repeatedly violating an injunction for protection.
- Are being or have been investigated administratively or criminally for child abuse/sex offenses or who has any such administrative or criminal adjudication.
- Are being investigated administratively or criminally for aged person or disabled adult abuse or who has any such administrative adjudication.
- Been convicted of cruelty to animals.
- A specified mental illness involving pedophilia and abuse of children or any other diagnosis that could reasonably be expected to pose a danger to children.
- Have failed to pay court ordered child support and currently have a writ of attachment or listed state owned debt for failure to pay child support.
- Shown them to be a chronic or habitual user of alcoholic beverages, or abusing lawfully prescribed drugs to the extent their faculties are impaired or any illegal drugs.

26. Insurance Coverage: Within ten (10) days after the execution of the contract and prior to commencing any work under this contract, the Proposer (CONTRACTOR) shall furnish evidence of insurance to the School Board (AGENCY). Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the attached sheet "Insurance Requirements". CONTRACTORS shall be responsible for maintaining the required levels of coverage during the term of contract.

1. Liability:

- The AGENCY shall not assume any liability for the acts, omissions or negligence of the CONTRACTOR, its agents, servants, and employees; no shall the CONTRACTOR disclaim its own negligence to the AGENCY or any third party to the extent authorized by Section 768.28, Florida Statutes.
- Purchase of comprehensive general liability coverage set out as follows:
  - a. Contractors Comprehensive General Liability coverage, bodily injury and property damage in the amount of \$1,000,000.00 per occurrence combined single limit.
  - b. Automobile liability coverage, bodily injury and property damage in the amount of \$500,000.00 each occurrence, combined single limit.

CONTRACTOR shall name the AGENCY and each individual School Board Member and the Superintendent as an additional insured on any such policy against any and all losses, claims, damages or injury arising out of any claim involving the

providing of or alleged failure to provide contact security services or adequate security services.

- Further, CONTRACTOR agrees to completely indemnify and hold harmless the AGENCY against any liability or expense arising out of any losses, claims, damages or injury resulting from any intentional acts or any negligent acts or omissions of CONTRACTOR, its agents or employees in the performance of this contract. CONTRACTOR or insures agrees to pay the AGENCY'S cost and fees for any case falling within the scope of this Article.

### **Vendor Liaison**

The Vendor will designate a Vendor Liaison (Project Executive) within the Vendor's firm with whom all concerns and issues will be addressed.

### **Method of Payment(s)**

A portion of the procurement addressed in this RFP may be eligible for federal E-rate funds under the Telecommunications Act of 1996. The Gadsden County School District is applying for applicable funding and, if awarded E-rate funds, the selected vendor or vendors will receive payment of completed, approved services within thirty (30) days of invoicing.

Prices quoted shall be all inclusive and represent complete installation and integration at the designated site(s). The vendor is responsible for all parts, software, labor and all other associated equipment necessary to completely install, test, and request for completion approval by the Gadsden County School District.

A Vendor providing awarded services will submit invoices showing Purchase Order number and costs breakdown. Vendor invoices shall contain only charges for those services that are **completed** and completion approved by the GCSD. Invoices must include copies of time sheets for the billed week and they must be signed by the Director of Instructional Media & Technology. Invoices will be paid within thirty (30) days of receipt of the Vendor's invoice. All invoices will be subject to approval from the Instructional Media & Technology Department.

All invoices should be submitted to:

The School Board of Gadsden County  
Accounts Payable  
35 Martin Luther King Jr. Blvd  
Quincy, FL 32351

**If the Gadsden County School District is denied by the SLD the award of requested discounts or any portion thereof, then GCSD reserves the right to void the selected vendor(s) proposal(s) and contract(s), and so choose not to pursue any agreement. The GCSD will not be held liable for any express or implied guarantees.**

It is recommended that vendors visit the Gadsden County Public Schools webpage for additional detailed information regarding the district and the individual schools - <http://www.gcps.k12.fl.us>.  
Email ALL questions to [erate@gcpsmail.com](mailto:erate@gcpsmail.com)

This RFP and Answers to Vendor Questions can be found at:  
<http://www.gcps.k12.fl.us>

**Vendors must submit their proposals so that all eligible equipment is separated and priced from all ineligible, but necessary, equipment.**

### **Financing**

After notification of award, the Vendor will receive a purchase order for the products and service for which the Vendor will be responsible as a result of the RFP. This purchase order will show the amount that is the responsibility of the local school system. In the contents of the purchase being issued will be a Contingency Clause paragraph which states that the purchase order that is being issued is contingent on the FCC Fund Administrator approving the Contract for Universal Services Funding and adequate funding from grants or other funds of revenue. The purchase order shall also include the amount of funds that the FCC Fund Administrator will be required to pay based on the schools E-rate percentage. This purchase order will constitute a contingent contract between **The Gadsden County School Board** and The Vendor. After notification by the School and Libraries Division (FCC Fund Administrator) of the acceptance of the Universal Services Contract, the contingency will be removed and the purchase order will become legal and binding contract between **The Gadsden County School Board** and The Vendor. The purchase order will be the document used to determine the status of the contract and will determine the amount of payment by the school system and the FCC Fund Administrator.

Neither party to the contract shall assign the contract or sublet it as a whole without the consent of the Board, nor shall The Vendor assign any monies due or to become due to him without written consent of the Board. In return for the installation and implementation of the products and services as specified by The Board shall pay The Vendor full within thirty days from the installation completion. The Board agrees to work jointly and cooperatively with The Vendor completing any and all paperwork necessary and required for the reimbursement of The Vendor by the FCC Fund Administrator.

### **Warranty**

The Vendor shall fully warrant all items and services provided under this RFP against defects in material and workmanship for a minimum of three years or greater as provided by the equipment manufacturer's warranty. Warranty information should be submitted per an equipment basis in the Bid Proposal. Should any defects in workmanship or material, excepting ordinary wear and tear or abuse, appear during the warranty period, the manufacturer or his representative shall repair or replace such items at no cost to the Gadsden County School District.

### **Price Quotations**

Price quotations are to include the furnishing of all materials, software, equipment, maintenance, shipping cost, delivery, installation, and the provisions of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the contract documents. The **Gadsden County School Board** will not be liable for any costs beyond those proposed herein and awarded. The Vendor shall include all application cost in the price quotation. In case of discrepancy in computer proposal prices, the unit price shall govern and the total price shall be revised accordingly.

## **Variation in Quantities and Configuration**

Equipment and service capacity requirements are the best estimate currently available. The **Gadsden County School Board** reserves the right to modify quantity and configuration requirements. The Vendor agrees to sell the Gadsden County School District the revised quantity of items at the unit price as stated in the RFP regardless of quantity changes.

## **Termination of Services**

- Should Vendor fail to perform fully, faithfully and promptly any obligation owed to the **Gadsden County School Board**, the school district may consider the breach material and may terminate any agreement resulting from this RFP.
- The performance of work under any agreement resulting from this RFP may be terminated by the **Gadsden County School Board** in whole, or from time to time in part, whenever the GCSO shall determine that such termination is in the best interest of GCSO. The Vendor will be compensated only for services performed before the specified date of termination.
- If the **Gadsden County School Board** fails to appropriate funds or if funds are not otherwise made available for continued payment of any agreement resulting from this RFP, the agreement shall be canceled automatically as of the beginning of the fiscal period for which funds were not appropriated or otherwise made available. The Vendor will be compensated only for services performed before the specified date of termination.

## **FINANCIAL CONSEQUENCES**

In accordance with subsection 287.058(1)(h), Florida Statutes, the Eligible Users must apply financial consequences if the Contractor fails to perform in accordance with the Contract and resulting Service Level Agreement (SLA). Service Level Agreements will include financial consequences for non-performance.

## **PUBLIC RECORDS**

All documents prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

## **AUDIT AND INSPECTION RIGHTS**

The CONTRACTOR shall maintain any file(s) relevant to this AGREEMENT, available for inspection by the AGENCY, documenting all costs and fees incurred in connection with this AGREEMENT. The files(s) shall be maintained for a period of FOUR (4) years from the final payment by the AGENCY under this Agreement, audit or cause to be audited, those books and records of CONTRACTOR which are related to CONTRACTOR'S performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal office or location.

The agency may, at reasonable times during the term hereof, inspect CONTRACTORS facilities and perform such inspections, as the AGENCY deems reasonably necessary, to determine whether the required to be provided by CONTRACTOR under this Agreement conform to the terms hereof and/or the

terms of the Solicitation of Documents, if applicable. Contractor shall make available to the AGENCY all reasonable facilities and assistance to facilitate the performance of inspections by AGENCY representatives. All inspections shall be subject to, and made in accordance with, the provisions as same may be amended and supplemented, from time to time.

**AMENDMENTS**

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

**INDEPENDENT CONTRACTOR**

The CONTRACTOR, and any of its employees, agents, or assigns, is independent contractors and not employees or agents of the AGENCY.

**COMPLIANCE WITH LAWS**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. Chapter 287, Florida Statutes, and Rule 60A, Florida Administrative Code, govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any applicable laws, roles, codes, ordinances or licensing requirements will be grounds for Contract termination.

**PUBLIC ENTITY CRIMES**

**A bidder must submit in bidding packet the completed SWORN STATEMENT AS TO CRIMES AGAINST A PUBLIC ENTITY form.** A bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids or leases of real property to a public entity, may not be awarded or perform work as a contractor or 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 Florid Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**CONFLICT OF INTEREST**

The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

**TERMINATION/DEFAULT**

The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder:

- Refuses or fails to deliver the goods or services within the time specified
- Fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances hereunder or
- Becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or relief of debtors.

In the event of termination for default, the School Board's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.

### **FUNDING OUT, TERMINATION and CANCELLATION**

Florida School Laws prohibits School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements. It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year. Therefore, this funding put provision is an integral part of this bid and must be agreed to by all bidders.

### **CONVENIENCE**

The School Board may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Boards sole obligations will be to reimburse Bidder for:

- Those goods or services actually shipped/performed and accepted up to the date of termination and
- Costs incurred by bidder for unfinished goods, which are specifically for the School Board and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School Boards responsible for loss of anticipated or will reimbursement exceed the Bid value.

### **DRUG-FREE WORKPLACE**

Whenever two or more Bids are equal with respect to price, quality and service, a Bid received from a business that certifies that is has implemented a drug-free workplace program as defined by Florida Statutes Section 287.087, will be given preference in the award process.

### **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY**

All personnel entering District property must meet the requirements of Sections 1012.465 and 1012.467, Florida Statutes.

### **PROTEST AND DISPUTES**

Any person who is adversely affected by the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract shall file a notice of protest in writing within 72 hours (Saturdays, Sundays and State holidays excluded) after the posting of the solicitation or decision or intended decision. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED HEREIN SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUES.

### **WITHDRAWAL OF PROPOSALS**

A written request for withdrawal, signed by the vendor, may be considered if received by the AGENCY within 72 hours of the proposal opening time and date indicated. A request received in accordance with this provision may be granted upon proof of the impossibility to perform based upon an obvious error on the part of the vendor.



## **ACCEPTANCE/REJECTION OF PROPOSALS AND WAIVER OF MINOR IRREGULARITIES**

### **Proposal Deadline**

Replies must be received by the AGENCY no later than the date and time set. Any reply submitted shall remain a valid offer for at least 90 days after the proposal submission date. No changes, modifications, or additions to the proposals submitted after the deadline for proposal opening has passed will be accepted by or be finding on the AGENCY.

### **Receipt Statement**

Proposals not received at either the specified place, or by the specified date and time, or both, will be rejected and returned unopened to the CONTRACTOR by the AGENCY. The AGENCY will retain one unopened original for use in the event of a dispute.

### **Right to Reject or to Waive Minor Irregularities Statement**

The AGENCY reserves the right to reject any and all replies or to waive minor irregularities when to do so would be in the best interest of the AGENCY. Minor irregularity is defined as a variation from the Request for Proposal terms and a condition which does not affect the price of the proposal, or give the CONTRACTOR an advantage or benefit not enjoyed by other CONTRACTORS, or does not adversely impact the interest of the AGENCY.

## Responding to the RFP

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. An Evaluation Committee will determine fulfillment of all proposal requirements of the RFP. Responses that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

Vendors shall promptly notify the Gadsden County School Board of any inconsistency or error, which they may discover upon examination of this RFP. Interpretations, corrections, or changes made to the RFP in any other manner will not be binding, and the vendor shall not rely upon such interpretation, corrections, or changes. Addendum will be made by the GCSD. Addenda will be issued as expeditiously as possible via the District's web site at [www.gcps.k12.fl.us](http://www.gcps.k12.fl.us). It is the vendor's responsibility to check the website and to determine whether all addenda have been received.

Vendors requiring clarification or additional explanations of any section or sections contained in this RFP may contact via email to: [erate@gcpsmail.com](mailto:erate@gcpsmail.com)

John Thomas, District Network Coordinator  
Sheantika Wiggins, Director of Instructional Media & Technology  
Gadsden County School District  
35 Martin Luther King Jr. Blvd  
Quincy, FL 32351

Any major omission of required information or inaccurate information provided in the proposal may result in the Vendor considered being out of compliance with the RFP requirements.

The Gadsden County School Board may choose not to evaluate or disqualify any proposals that are difficult to read, are difficult to understand, and are missing any required information.

Any Vendor who submits a proposal agrees that:

- a. The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- b. Any costs associated with developing and delivering responses to this RFP are entirely the responsibility of the Vendor.
- c. All materials submitted in response to this RFP become the property of the Gadsden County School Board.
- d. An individual authorized to legally submit the proposal must sign the proposal in ink.

The proposal must detail all costs associated with providing the proposed services. The proposal must include a separate rate schedule or quote for each Section of services being proposed. All costs for proposed services must be reflected in the cost submitted in the proposal. There can be no additional line item costs or any additional charges above the price indicated on the proposal for each item.

## **Omissions**

Omissions in the proposal of any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support any and all equipment or services.

**The Gadsden County School Board anticipates that the proposal submission review and evaluation process for this RFP will take place according to the following general schedule:**

### **Schedule of Events:**

The following is the required schedule of events for the RFP process. This schedule may change depending on the results of the responses and a final schedule will be established prior to contract with the successful vendor.

#### **RFP Posting**

<http://www.gcps.k12.fl.us>

**January 13, 2016**

#### **Proposal Submission Deadline**

**February 12, 2016**

2:00 p.m.

#### **Bid Opening(s)**

Gadsden County School District  
Instructional Media & Technology Center  
35 Martin Luther King, Jr. Blvd  
Quincy, FL 32351

**February 12, 2016**

2:00 p.m. EST

#### **Contract Award Date**

**Pending School Board approval**

#### **Service Start Date**

July 1, 2016

## **RFP Evaluation Methods and Matrix**

1. The Evaluation Committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration. The Evaluation Committee will evaluate the remaining proposals based on evaluation criteria stated in this RFP. The GCSD reserves the right in its sole discretion to reject all proposals and re-issue another RFP.
2. The Gadsden County School District may at its discretion and at no fee to the GCSD, invite any Vendor to appear for questioning during RFP evaluation period for the purpose of clarifying statements in the response.
3. The Gadsden County School District reserves the right to accept or reject all proposals of sections thereof and when the rejection is in the best interest of the GCSD. The GCSD reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that the Vendor can propose.
4. The GCSD reserves the right to reject any or all proposals, any part or parts thereof a proposal, waive any technicalities, increase or reduce quantities, make modifications to specifications, and award any or the entire contract in a manner that is in the best interest of the Gadsden County School District. Contracts will be awarded to the highest ranked Vendor determined to be in the best interest of the Gadsden County School District.

Vendors will be rated on how well they met each factor. The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest number of total points. Only E-rate eligible products and services will be evaluated, per E-rate rule.

MINORITY-OWNED FIRM OR COMPANY

I (we) do hereby certify that my (our) business qualifies as a minority-owned firm or company. Please check one of the following applicable:

- \_\_\_\_\_ Black
- \_\_\_\_\_ Hispanic
- \_\_\_\_\_ American Indian-Alaskan Native
- \_\_\_\_\_ Female
- \_\_\_\_\_ Physically or Mentally Disability
- \_\_\_\_\_ Asian-Pacific Islander

Manual Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Typed Signature: \_\_\_\_\_  
Name of Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Non-Minority Firm or Company**

I (we) do hereby certify that my (our) business qualifies as a Non-Minority-owned firm or company.

Manual Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Typed Signature: \_\_\_\_\_  
Name of Business: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

*NOTE: Pursuant to section 289.094, Florida Statutes, it is unlawful for any individual to falsely represent any entity as a minority-owned firm or company for purpose of qualifying for certification as such an enterprise under any program, which, in compliance with federal law, is design to assist minority-owned firms or companies in receipt of contracts for the provision of goods and services.*

**NOTE: THIS CERTIFICATION MUST BE SIGNED AND RETURNED WITH YOUR BID IN ORDER FOR YOUR BID TO BE VALID.**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_ for \_\_\_\_\_
2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is \_\_\_\_\_ and my relationship to the entity name above is \_\_\_\_\_

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract of goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime; or  
An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agencies that are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint ventures with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies].

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with an convicted of a public entity crimes subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies].
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order].
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order].
- The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_

[Name of individual signing]

who, after first being sworn by me,

affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**

**INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

---

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

\*\*\*\*\* BEFORE COMPLETING CERIFICATION, READ INSTRUCTIONS ON NEXT PAGE \*\*\*\*\*

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

Organization Name \_\_\_\_\_

Names and Titles of Authorized Representative(s)  
\_\_\_\_\_

Signature(s) \_\_\_\_\_  
Date \_\_\_\_\_



## INSTRUCTIONS FOR DEBARMENT CERTIFICATION

---

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
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 of 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 whom 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”, “voluntarily exclude”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form 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 form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may, 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 for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction may pursue available remedies, including suspension and/or debarment.

**DRUG FREE WORKPLACE CERTIFICATION FORM**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business’s policy of maintaining a drug-free work-place, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions 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 is such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Vendor’s Signature



**HOLD HARMLESS AGREEMENT**

**Return this page ONLY if claiming exception from the Worker's Compensation Insurance Requirement**

I, \_\_\_\_\_ am the owner of \_\_\_\_\_, an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the State of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs fewer than four employees, including myself, and therefore, the business is exempt from the statutory requirement for worker's compensation insurance for its employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the School Board of Gadsden County, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, cost and expenses, direct, indirect or consequential (including, but not limited to, fees and charges, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of our contract with the School Board, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the School Board or their employees, or their subcontractors or their employees. The named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the school Board in any action indemnified hereby, the named business shall at its own expense, satisfy and discharge the same. The forgoing is not intended nor should it be construed as, a waiver of sovereign immunity of the SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA, UNDER Section 768.28, Florida Statutes.

Signature:

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Firm Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by

\_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of

\_\_\_\_\_  
Type or print name:

\_\_\_\_\_  
Commission No.:

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Commission Expires:

**Vendor Acknowledgment and Approval**

Complete and return for Bid to be considered. Use BID/RFP Label provided (page 2).

**Additional Bid Submittal Requirements:**

**A. Bankruptcy/Litigation**

Is your company in the process of any bankruptcy proceedings as herein described?

YES [ ] NO [ ]

Is your company involved in any litigation as herein described?

YES [ ] NO [ ]

**B. Have you supplied all the Submittal Requirements outlined below?**

- Completed Invitation To Bid cover page
- Minority-Owned Firm or Company
- Public Entity Crimes
- Drug Free Certification
- Debarment Certification
- Conflict of Interest form
- Contact Information
- Litigations/Bankruptcy

The School Board reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.