

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Building 5
St. Augustine, FL 32084



REQUEST FOR PROPOSAL (RFP)

REQUIRED RESPONSE FORM

RFP TITLE: E-rate Network Switching Refresh

RFP NO.: 2020-33
RELEASE DATE: October 30, 2020

F.O.B. Destination: **District Wide**

CONTACT: Patrick Snodgrass
Director of Purchasing
(904) 547-8941
patrick.snodgrass@stjohns.k12.fl.us

RFP DUE DATE AND TIME: December 2, 2020 @ 1:30 pm
RFP OPENING DATE AND TIME: December 2, 2020 @ 2:00 pm

SUBMIT RFP TO: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Building 5
St. Augustine, FL 32084

RFP OPENING LOCATION: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Building 5
St. Augustine, FL 32084

REQUIRED SUBMITTALS CHECKLIST - Each submittal checked below is **required** for proposal to be considered.

- Literature Specifications Catalogs Product Samples: See Special Conditions
 Debarment Form Manufacturer's Certificate of Warranty
 Drug-Free Workplace Certification List of References
 Certificate of Insurance: See Special Conditions
 Additional submittals specific to this RFP may also be required – See Special Conditions for details

PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED.

Company Name: _____

Address: _____

City, State: _____ Zip: _____ FEIN: _____

Signature of Owner or Authorized Officer/Agent _____ Telephone: _____

Typed Name of Above: _____ FAX: _____

Email: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the proposer, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Proposer: To ensure acceptance of the proposal follow these instructions:

1. **DEFINITIONS:** For purpose of this RFP, "Proposal" refers to the completed RFP Required Response Form above, together with all supporting documentations and submittals. "Proposer" or "Contractor" or "Respondent" or "Vendor" refers to the entity or person that submits the proposal. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the RFP. "Conditions" refers to both the General Conditions and the Special Conditions of this RFP.
2. **EXECUTION OF PROPOSAL:** The RFP Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Proposal and all required submittals. All Proposals must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Proposal even when using opaque correction fluid. Any illegible entries will not be considered for award. The RFP General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Proposal or otherwise by the Proposer. In the event of any conflict between the Conditions and specifications of the RFP and the terms and Conditions of the Proposal, the Conditions and specifications of the RFP take precedence. Any failure to comply with the RFP Conditions or specifications or attempt to alter them by the Proposer shall be grounds for rejection of the Proposal.
3. **SUBMISSION OF PROPOSAL:** The completed Proposal must be submitted in a sealed envelope with the RFP title and number on the outside. Proposals must be time stamped by the Purchasing Department prior to the RFP due time on date due. No Proposal will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Proposals submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this RFP.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for individual proposals. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
5. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the RFP. In case of discrepancy in computing the amount of the Proposal, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Proposer is responsible for freight charges. Proposer owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Proposer offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) Taxes: The School Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) Mistakes: Proposers are expected to examine the General and Special Conditions, specifications, delivery schedules, Proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
 - c) Conditions and Packaging: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - d) Underwriters' Laboratories: Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) Preference for St. Johns County Bidders: For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Proposers, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).
6. **BRAND NAMES:** The District reserves the right to seek proposals for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Proposer may propose a substitute product of equal quality and functionality unless the Conditions or Specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Proposer's responsibility to submit

with the Proposal brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.

- 7. QUALITY:** The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same warranty as the original equipment. The successful Proposer shall make any such repairs and/or replacements immediately upon receiving notice from the District.
- 8. SAMPLES:** Samples of items, when required, must be furnished free of expense by the RFP due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Proposer's expense. Proposers will be responsible for the removal of all samples furnished within thirty (30) days after RFP opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Proposer's name, RFP number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, Sebastian Administrative Annex, 3015 Lewis Speedway Unit 5, St. Augustine, FL 32084.
- 9. TESTING:** Items proposed may be tested for compliance with RFP Conditions and specifications.
- 10. NON-CONFORMITY:** Items delivered that do not conform to RFP Conditions or specifications may be rejected and returned at Proposer's expense. Goods or services not delivered as per delivery date in RFP and/or purchase order may be purchased on the open market. The Proposer shall be responsible for any additional cost. Any violation of these stipulations may also result in Proposer being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
- 11. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), the Proposal must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
- 12. REQUESTS FOR CLARIFICATION:** No correction or clarification of any ambiguity, inconsistency or error in the RFP Conditions and specifications will be made to any Proposer orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP. Only the interpretation or correction so given by the Purchasing Department Representative, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP Conditions and specifications.
- 13. DISPUTE:** Any dispute concerning the Conditions or specifications of this RFP or the contract resulting from this RFP shall be decided by Purchasing Department and that decision shall be final.
- 14. AWARDS:** Proposals shall be reviewed in accordance with the RFP Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all proposals; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any proposal; to acquire additional quantities at prices quoted in the Proposal unless additional quantities are not acceptable, in which case the Proposal must be conspicuously labelled "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the RFP shall be made in the best interest of the School District.
- 15. OTHER GOVERNMENTAL AGENCIES:** Successful proposer(s) may permit any school board, community college, state university, municipality, or other governmental entity, to include public charter schools, to purchase goods or services based on the contract awarded as a result of this RFP. RFP. Such purchases shall be governed by the same terms and conditions as stated herein.
- 16. MARKING:** A packing list must be included in each shipment and shall show the School Board purchase order number, RFP number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) RFP number.
- 17. INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Proposer until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Proposer and return product at Proposer's expense.
- 18. BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.

- 19. COPYRIGHT AND PATENT RIGHTS:** The Proposer, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs and expenses, for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 20. OSHA:** The Proposer warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
- 21. LEGAL REQUIREMENTS:** The Proposer shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 22. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all Proposers must disclose the name of any Board employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the Proposer's firm.
- 23. ANTI-DISCRIMINATION:** The Proposer certifies that Proposer is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
- 24. LICENSES AND PERMITS:** The Proposer shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the RFP award.
- 25. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
- 26. DEFAULT AND REMEDIES:** The following remedies for default shall apply.
- a) **Failure to Timely Deliver.** The parties acknowledge and agree that the damages for the failure of the successful Proposer to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Proposer to deliver on time. Therefore, in the event the successful Proposer fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Proposer in an amount equal to 25% of the unit price proposal, times the quantity. The successful Proposer shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
- b) **Other Default.** In the event of default for any reason other than the failure of the successful proposer to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
- 27. TERMINATION:** In the event any of the provisions of this RFP are violated by the Proposer, the Purchasing Department reserves the right to reject its proposal. Furthermore, the School Board reserves the right to terminate any contract resulting from this RFP for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
- 28. FACILITIES:** The Board reserves the right to inspect the Proposer's facilities at any time with prior notice.
- 29. ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Proposer by virtue of proposing, certifies by signing Proposal, that if awarded any portion of this proposal, will supply only material or equipment that is 100% asbestos free.
- 30. INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Proposal and any contract awarded to Proposer as a result of this RFP, the Proposer shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Proposer, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.
- 31. CRIMINAL BACKGROUND SCREENING:** Pursuant to Florida Statute 1012.467 and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to rule out

that Proposer's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

For this RFP:

- A. Student contact not anticipated
- B. Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if applicable.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

The Proposer acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Proposer shall be responsible for the expense of the background screening of its employees.

- 32. VENUE:** Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this RFP shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 33. WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this RFP or any contract awarded upon this RFP. This provision is a material inducement for the School Board to enter into the proposal contract.
- 34. LOBBYING:** Lobbying is not permitted with any District personnel or School Board members in connection with any RFP or competitive solicitation. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.
- 35. ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under this bid contract without the prior written consent of the School Board.
- 36. PROTEST:** Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 37. COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
- 38. PUBLIC ENTITY CRIME:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 39. COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS:** The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
 - a) **Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
 - b) **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]
- 40. PURCHASING AGREEMENTS AND STATE TERM CONTRACTS:** The Purchasing agreements and state term contracts available under s. 287.056 have been reviewed.
- 41. DISCRIMINATORY VENDOR LIST:** Pursuant to Florida Statute 287.134, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

42. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: Pursuant to Florida Statute 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or for \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to 215.473 or is engaged in business operations in Cuba or Syria.

The company/vendor certifies by submission and signature of this bid that: it is not on the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; the Scrutinized Companies that Boycott Israel list, engaged in a boycott of Israel or that it is not engaged in business operations in Cuba or Syria. Any contract for goods or services of any amount may be terminated at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. A contract for goods and services of \$1 million or more may be terminated at the option of the awarding body if the company is found to have submitted false certification, has been placed on any of the other lists in this section or has been engaged in business operations in Cuba or Syria.

43. PUBLIC RECORDS AND CONFIDENTIALITY: Subject to the limited confidentiality afforded pending RFP Proposals by Florida Statute 119.071, the RFP and all proposals are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a proposal, proposers will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

Florida Statute 119.0701 requires the Contractor to comply with Florida's public records laws with respect to services performed on behalf of the School District. Specifically, the Statute requires that the Contractor:

- a) Keep and maintain public records required by the School District to perform the service.
- b) Upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School District.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the School District to perform the service. If the Contractor transfers all public records to the School 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-547-7637; sjpubrec@stjohns.k12.fl.us ; OR ST. JOHNS COUNTY SCHOOL BOARD, ATTN: COMMUNITY RELATIONS, 40 ORANGE STREET, ST. AUGUSTINE, FL 32084

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 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," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
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 Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

DRUG FREE WORKPLACE CERTIFICATION FORM

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

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

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

(Vendor's Signature)



PROPOSER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

RFP number and description: _____

Identify the state in which the Proposer has its principal place of business: _____

Instructions: IF your principal place of business above is located within the State of Florida, the Proposer must sign below and submit this form with your bid response, no further action is required.

However, if your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. FAILURE TO COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.

OPINION OF OUT –OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Florida Statute, provides that “a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: (Please describe applicable preference(s) and identify applicable preference(s) and identify applicable state law(s)):

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer’s principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer’s principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

Signature of out-of-state proposer’s attorney: _____

Attorney’s printed name: _____

Address of out-of-state proposer’s attorney: _____

Phone number/e-mail of out-of-state proposer’s attorney: _____

Attorney’s states of bar admission: _____

Proposer’s Signature: _____

Proposer’s Printed Name: _____

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Guidelines ("EDGAR"). The following certifications and provisions are required and apply when the St. Johns County School Board ("School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (42 U.S.C. 6201). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

EDGAR CERTIFICATIONS (continued)

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies 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 an 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 contract, the making 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 to any person for influencing or attempting to influence an officer or employee of any agency, 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 Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS RETENTION

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: _____

Signature of Authorized Representative: _____

Print Name of Authorized Representative: _____

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ST. JOHNS COUNTY SCHOOL DISTRICT

RFP #2020-33 E-rate Network Switching Refresh

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Special Conditions

1.0 INTRODUCTION

- 1.1 The St. Johns County School District (hereinafter referred to as SJCS D) is requesting proposals from qualified Respondents (hereinafter referred to as the Respondent) to complete a refresh existing end-of-life edge and distribution switching at seven (7) schools throughout SJCS D.
- 1.2 All awarded Respondents requiring access to schools and facilities will be required to participate in a COVID-19 Health Screening Process. The awarded Respondent will be solely responsible for providing Personal Protective Equipment for their employees or agents.

2.0 INSTRUCTIONS TO RESPONDENTS

- 2.1 All proposals must be received no later than, December 2, 2020 @ 1:30 PM and must be delivered to:

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Building 5
St. Augustine, FL 32084

If a proposal is transmitted by US mail or other delivery medium, the Respondent will be responsible for its timely delivery to the address indicated

- 2.2 Any proposal received after the stated date and time, **WILL NOT** be considered.
- 2.3 One (1) manually signed original proposal and three (3) exact photocopies of the proposal, and one (1) exact copy on a flash drive must be sealed in one package and clearly labeled "RFP #2020-33 E-rate Network Switching Refresh" on the outside of the package. The legal name, address, Respondent's contact person and telephone number must also be clearly noted on the outside of the package. It is the sole responsibility of each respondent to assure all proposal copies are exact duplicates of the original proposal.

The manually signed original shall be clearly marked as "ORIGINAL". Once accepted, all original proposals and any copies of proposals become the sole property of SJCS D and may be retained by SJCS D or disposed of in any manner SJCS D deems appropriate.

- 2.4 Failure to submit one original proposal with a manual signature may result in rejection of the bid.

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- 2.5 All proposals must be signed by an officer or employee having the authority to legally bind the respondent.
- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Respondents should become familiar with any local conditions that may, in any manner, affect the services required. The respondent(s) are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of SJCS D.
- 2.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide SJCS D with the services specified in the proposal.
- 2.10 Pursuant to Florida Statute, it is the practice of SJCS D to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of SJCS D, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 2.11 When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a Respondent whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive Respondent having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a Respondent whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Respondents having a principal place of business in that state, the preference to the lowest responsible and responsive Respondent having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A Respondent whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2)

3.0 **TIME SCHEDULE**

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- 3.1 SJCS D will attempt to adhere to the following schedule, however, makes no guarantee that the schedule will be achieved.

RFP Release	October 30, 2020
Deadline for Questions/Inquiries	November 13, 2020 @ 12:00 pm
Responses/Answers Posted on DemandStar	November 16, 2020 @ 5:00 pm
Proposals Due	December 2, 2020 @ 1:30 pm
Proposals Opened	December 2, 2020 @ 2:00 pm
Board Approval	January 2021

Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

4.0 **REQUEST FOR INFORMATION**

- 4.1 Any questions and inquiries concerning the RFP must be submitted via email to Patrick Snodgrass of the SJCS D Purchasing Department no later than November 13, 2020 @ 12:00 PM to:

Patrick Snodgrass
Director of Purchasing
patrick.snodgrass@stjohns.k12.fl.us

Questions and inquiries received after the said date will not be considered. Questions and inquiries must reference the RFP number.

- 4.2 Those interpretations or responses to all questions and inquiries which may affect the eventual outcome of this solicitation will be posted to the DemandStar website www.demandstar.com for all prospective Respondents to view no later than 5:00 PM, November 16, 2020.

Only the interpretation or response given by the SJCS D Purchasing representative, in writing, shall be binding and prospective Respondents are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP and selection process. All such interpretations and supplemental instructions will be in the form of written Addenda to the RFP.

- 4.3 Copies of addendum will also be made available for inspection at SJCS D's Purchasing Department where bid documents will be kept on file.
- 4.4 No Addendum will be issued later than November 16, 2020, except an addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals or one containing the questions and answers.
- 4.5 Selection committee members, school board members, and school board personnel (except the SJCS D Purchasing representative) are ***not to be contacted*** prior to the School Board's

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decision to approve or reject the final recommendation presented to it by the Superintendent. At the discretion of SJCS D, failure to comply with this requirement will be grounds for disqualification.

Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of the advertisement for Request for Proposals and continue through and include the date the St. Johns County School Board makes its determination to approve or reject the final recommendations.

Failure to meet any of these requirements may disqualify a Respondent from consideration.

5.0 CONTRACT/RENEWAL

5.1 The term of this contract shall follow E-rate Funding Year 2021 deadlines as established by the USAC.

5.2 At any point during the term of a Contract with a Respondent resulting from this RFP, SJCS D may review records of performance to ensure the Respondent is continuing to provide sufficient support, labor and organization to comply with the requirements of the RFP. SJCS D may implement termination procedures if SJCS D determines that the Respondent no longer possesses the support, labor and organization which would be necessary to comply with the requirements for satisfactory performance.

5.3 SJCS D may terminate the Contract resulting from this RFP for convenience with thirty (30) days' written notice to the awarded Respondent. In the event of termination, SJCS D's liability will be limited to the payment for goods and services delivered and accepted as of the effective date of termination.

In the event of a material breach by an awarded Respondent through no fault of SJCS D, then SJCS D may, at its option, terminate the Contract immediately. Termination through a material breach would require the awarded Respondent to return to SJCS D any fees paid in advance as of the effective date of termination.

5.4 All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

6.0 SJCS D'S RIGHTS AND RESERVATIONS

6.1 SJCS D reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.

6.2 SJCS D reserves the right to require Respondents to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.

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- 6.3 SJCS D reserves the right, prior to Board approval, to withdraw the RFP or portions thereof, without penalty.
- 6.4 SJCS D reserves the right to: (1) accept the proposal of any firm to be in the best interest of SJCS D and (2) to reject any and/or all proposals.
- 6.5 SJCS D reserves the right to conduct interviews with any of the Respondents and to require a formal presentation by any of the Respondents.
- 6.6 SJCS D reserves the right to award this RFP to one or more sources, as determined to be in the best interest of SJCS D.
- 6.7 SJCS D reserves the right to further negotiate any proposal with the highest rated Respondent(s).
- 6.8 The RFP award will be made at the sole discretion of the St. Johns County School Board.
- 6.9 Granting of an award does not guarantee that an awarded Respondent will be chosen to provide services.

7.0 MINIMUM REQUIREMENTS

- 7.1 In order to be considered for evaluation, Respondent shall demonstrate sufficient capacity, resources and experience to provide hardware and services as required by SJCS D. Any Respondent that fails to meet all of the following minimum criteria shall be noted as “non-responsive” and will not be evaluated/scored.
 - 1) This project is being solicited under the program guidelines of the Federal E-Rate program. By the time and date set forth by the RFPs deadline for submission, Respondent MUST have up-to-date SPIN and SPAC (USAC Form 473) information on file with the USAC-SLD to be considered eligible. Respondents ’s proposal shall explicitly list the Respondent’s SPIN number in the submitted materials. Failure to include the Respondent’s SPIN number shall result in disqualification of the Respondent’s proposal. SJCS D will verify these qualifications using the USAC “SPIN and BEAR Contact Search” form.
 - 2) SJCS D seeks to obtain E-rate funding for all eligible equipment and services purchased under this agreement. Respondent must not have been listed with a status of “Red” on the FCC Red Light Display system (Refer to sections 1.1112, 1.1116, 1.1161, 1.1167 and 1.1910 of the FCC’s rules) or on the Suspension and Debarment List of the USAC within the last three (3) years prior to the RFPs deadline for submission. Failure to meet this requirement shall result in a disqualification of the Respondent’s proposal.
 - 3) Proposer shall provide one-page document or a written statement on a single page showing that the Proposer’s company has been in the business of

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delivering and installing services as described in this RFP for at least five (5) years prior to the date of the submission deadline of this RFP.

- 4) Respondent shall provide written/print documentation that they are authorized by the manufacturer to resell all hardware and support services listed in their respective proposal and providing their current “partner level” or “partner status” for that manufacturer

8.0 SCOPE OF SERVICES

- 8.1 SJCSO is seeking proposals to furnish, deliver and assist in the installation of new edge and distribution network switching with 1Gbps/10Gbps/40Gbps capabilities at seven (7) schools throughout SJCSO See **Attachment A** for a list of schools.

Estimated quantities for each school have been listed on the RFP Pricing Sheet for evaluation purposes only. Quantities may increase or decrease at the sole discretion of SJCSO.

All network electronics, modules and connecting cables (if any) included in the Respondent’s proposal must be fully manageable, to include configuration, configuration backup, tuning, and reporting, by SJCSO’s existing HPE Intelligent Management Center (iMC) 7.3 (or current) on-premise network management utilities and environment.

SJCSO will develop and apply all configurations, build cut sheets and diagrams to facilitate installation and directly supervise all installation efforts. Configurations will be applied to the hardware by the SJCSO after it is staged and assembled and prior to cutover.

It is the intent of SJCSO to issue a single Purchase Order for each site, and for all items purchased for that site shall ship directly to the respective site.

- 8.2 SJCSO reserves the right to inspect all work prior to payment. The awarded Respondent shall promptly correct all work rejected by an authorized SJCSO representative as failing to conform to requirements of this RFP whether observed before or after substantial completion and whether fabricated, installed or completed. Corrections shall be completed by awarded Respondent at no additional cost to SJCSO.
- 8.3 **Work Schedule-** Due to the nature of this RFP, work may be required during normal working hours, after hours, or on weekends.

All sites will be pre-staged by Respondent and SJCSO network administrators during normal business hours.

1. Prestaging includes, unboxing, assembly of modules and power supplies into switches, cataloging serial numbers, labeling hardware

Awarded Respondent shall provide qualified personnel (desired Network+ Level) to assist two SJCSO network administrators in completing the following for each site in no more

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than one 8-hour work period (except for Creekside High School which is allotted two 8-hour periods):

1. Installation of preconfigured hardware during cutover includes:
 - a. Removal of patch cables from existing hardware
 - b. Removal of existing hardware
 - c. Installation of new hardware
 - d. Re-installation of existing patch cables
 - e. Return of deinstalled hardware to predetermined location within site

8.4 **Timeline for Completion:** SJCS D anticipates issuing purchase orders to the awarded Respondent during the month of July 2021 and anticipates having all hardware installed, accepted as being free of defect and in production no later than September 30, 2021. In responding to this proposal, Respondent certifies that all work can be completed within these dates.

8.5 **Current SJCS D Standard Hardware and Basis of Design:**

- 1) **Current SJCS D Standard Campus Core:** HP Procurve 5400R z12 6 slot or 12 slot depending on backbone connectivity needs as outlined above with 8-port 10Gbps SFP+ (J9993A) and 12 port 10/100/1000T + 12 port 1Gbps SFP (J9989A) modules.
- 2) **Current SJCS D Standard Model:** HP Procurve 2930M Series 48 port POE+ (JL322A) w/ 4SFP+ Module (JL083A) and 2-port stacking module (JL325A) or for Server Cabinets JL319A Aruba 2930M 24G 1-slot Switch w/ 4SFP+ Module (JL083A)

8.6 **Equipment Substitution**

If the model specified in a Respondent's Proposal is discontinued or superseded by a replacement model by the manufacturer after the award of this RFP, the only acceptable substitute will be the manufacturer's standard replacement in a configuration that meets or exceeds the specifications and operating capabilities of the "as specified" unit. Documentation from the manufacturer must be provided by the awarded Respondent verifying acceptable substitute at the request of SJCS D. Further, the substituted equipment must be able to meet the FCC's Service Substitution Criteria. In responding to this RFP, Respondent shall provide SJCS D the information necessary to obtain USAC-SLD's approval of a service substitution request.

8.7 **Project Closeout Documentation**

Respondent shall provide a detailed list per site of all equipment provided under this RFP. Equipment must be organized by site and must include E-rate Funding Request Number (FRN), Purchase Order number (may differ from site-to-site), and serial number for each network switch device and module. This information will be used to validate E-rate compliance. Failure to timely provide this information in full to SJCS D may result in a delay of payment to Respondent.

9.0 **PREPARATION OF PROPOSALS AND REQUIRED CONTENT**

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In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified in section 9 below. Include all information in your proposal with tab separations for each item.

- 9.1 RFP COVER SHEET: Required response form (Page 1 of RFP) with all required information completed and all signatures as specified.
- 9.2 DEBARMENT FORM
- 9.3 DRUG FREE WORKPLACE CERTIFICATION FORM
- 9.4 STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM
- 9.5 EDGAR CERTIFICATIONS
- 9.6 INSURANCE COVERAGE: Insurance certificates evidencing coverage as specified in section 11.0 or a signed statement indicating that coverage meeting the required coverage will be obtained prior to commencement of any work under this RFP.
- 9.7 MINIMUM REQUIREMENTS: Respondent shall submit all documents required in Section 7.0. Respondent must meet minimum requirements as specified to receive further consideration.
- 9.8 QUALIFICATIONS AND EXPERIENCE OF FIRM AND STAFF: (Weighted Value 20)
- 1) Provide a brief overview of firm's background to include specific strengths which the respondent believes enable firm to provide the required services.
 - 2) Describe your firm's experience in working with the Federal E-rate program.
 - 3) Respondent shall complete and submit **Attachment B**: Company Info
 - 4) References: A minimum of three references are to be received by the District via email no later than December 2, 2020 @ 1:30 PM, from Responding Firm's clients. Responding Firm's clients shall email the completed Reference Form (see **Attachment C**) to Laura.Bowden@stjohns.k12.fl.us, and references shall be received from the client's email address. Failure to provide references as stated herein may result in proposal being deemed non-responsive. References from the St. Johns County School District shall not be considered.
- At least one of the references must have successfully filed for and received E-rate funding for the Respondent's services.
- 9.9 FIRM'S APPROACH AND METHODOLOGY: (Weighted Value 35)

Respondent's proposal shall include sufficient information to allow SJCS D to effectively evaluate the proposal. It shall include all items noted as requirements.

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- 1) Describe Respondent's understanding and solution to the Scope of Services.
- 2) Proposals must include an estimated project timeline using the estimated quantities from the Pricing spreadsheet on a single page which assumes that a contract has been fully executed by March 2021, order placed in July 2021 and with a final desired completion date no later than September 30, 2021.
- 3) Respondents may include additional information related to this RFP.
- 4) Describe any online tools your company provides for submitting orders, monitoring shipments and tracking communications as it relates to this project.

9.10 RFP PRICING: (Weighted Value 45)

Pricing must be provided for all items on the RFP Pricing Sheet for each location. The RFP Pricing Sheet must be completed in the issued format and layout and must be signed by an individual of the bidding firm that has the authority to bind the firm. Prices submitted on the RFP Pricing Sheet must incorporate any and all goods and services necessary to complete the work defined in this RFP. No additional costs, fees or charges of any kind will be accepted by SJCS D unless accompanied by an authorized change order.

The RFP Pricing Sheet for each site has been provided in an excel format, with a separate tab for each site. Respondents are required to complete the entire RFP Pricing Sheet electronically. Each Respondent must include in their submittal:

- One (1) printed version with the required Company Name, Authorized Signature, Printed Name and Date
- One (1) digital copy in Excel.xlsx format shall be submitted on the Respondents flash drive.

In responding to this RFP, the Respondent certifies that their proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or service, and in all respects fair and without collusion or fraud. An authorized representative signature is required to be submitted with your RFP Pricing Sheets to be considered for evaluation and award. In signing the RFP Pricing Sheets, the Respondent acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the St. Johns County School District for the purposes as proposed and described herein.

10.0 **EVALUATION OF PROPOSALS**

10.1 **Evaluation of Proposals.** Proposals will be reviewed and evaluated by a Proposal Evaluation Committee ("Committee") consisting of SJCS D personnel as described herein.

10.2 **Proposal Opening.** Proposals will be received and publicly opened. Only names of Respondents are read at this time.

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- 10.3 **Proposal Evaluation Committee.** The Committee will convene, review, evaluate, and rank all valid proposals submitted based on the evaluation criteria.

The Committee reserves the right to interview any, all or none of the Proposers that responded to the RFP and to require formal presentations with the key personnel who will administer and be assigned to work on or behalf of the contract before recommendation of award.

Public Notice of Proposal Evaluation Committee meetings will be posted on SJCS D Purchasing website: <http://www.stjohns.k12.fl.us/purchasing/board/>

The Committee may consult with other SJCS D staff and third-party consultants for the purpose of gathering facts, information and feedback about the RFP and the proposals, but such other staff and consultants will not participate in the deliberation and evaluation process, as such communications are not subject to the sunshine law and will not be noticed and may take place outside of public meetings.

- 10.4 **Evaluation Process.** SJCS D will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints, or other factors as directed by the School Board. However, it is anticipated that the review/evaluation process will be completed in a timely manner. Procurement Services staff will participate in an advisory capacity only.

- 10.5 **Evaluation Scoring.** Only proposals that meet the requirements contained in this RFP will be evaluated based on the following criteria:

	Weighted Value	Maximum Points	Maximum Score
Qualifications and Experience of Firm and Staff	20	4	100
Firm's Approach and Methodology	35	4	100
RFP Pricing	45	4	200
TOTAL	100		400

0 = Unsatisfactory: Not responsive to the question or topic; 1 = Below Minimum Standards: Responsive to the question or topic but below acceptable standards; 2 = Marginal: Minimal acceptable performance standards and responsive to the question or topic; 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question or topic; 4 = Exceeds Expectations for effectiveness and responsiveness to the question. The Committee member's score times the weighted value assigned to the different sections listed above equals the total score for that section.

SJCS D shall calculate all scores and determine a ranking of all Respondents. The Committee shall determine if presentations/interviews are necessary.

- 10.6 **Presentations/Interviews.** Should Committee members request presentation or interviews from a shortlist of Respondents, firms will be contacted. The same proposal

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evaluation process shall apply. All Respondents on the shortlist will start with a score of zero, and will be rescored using all information provided to SJCS D through written proposals, presentations or interviews.

- 10.7 **Right to Negotiate.** Upon completion of the evaluation, the Committee will recommend to the Board that it authorize SJCS D staff to pursue negotiations and execute a contract with the highest ranked Respondent. If a satisfactory contract cannot be negotiated, negotiations with the highest ranked Respondent will be terminated at the discretion of SJCS D and negotiations may commence with the second highest ranked Respondent. This process shall continue until a satisfactory contract is reached with one of the Respondent, subject to acceptance and final approval by the Board. If a contract cannot be reached with any of the Proposers, SJCS D reserves the right to acquire commodities and services specified in this solicitation from any Respondent of its choosing through direct negotiation, in accordance with Florida Department of Education Rules.

11.0 **INSURANCE REQUIREMENTS**

It is mandatory that the person/firm submitting the proposal have minimum Liability limits of \$1,000,000.00 for Comprehensive General Liability, including Product Liability Coverage. The person/firm submitting the bid must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Proposer's insurance provider must be rated A- or better by AM Best. If the Proposer's current certificate of insurance does not meet the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if an award was made to the firm, that the carrier would write the necessary insurance coverage. The successful Respondent must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible Respondent. **Successful Respondent must list St. Johns County School Board as an additional insured.**

12.0 **RESPONDENT PAYMENT**

The St. Johns County School District requires all Respondents responding to this RFP to accept payment from SJCS D on a Visa credit card. No other payment options will be made available. St. Johns County School District will issue a unique "ghost" credit card number to each Respondent. This information must be held on file for all future payments. The card has a zero balance until payments have been authorized by SJCS D.

After goods are delivered or services rendered Respondents submit invoices to the Accounts Payable Department according to the current process. The payment terms are set as IMMEDIATE (next accounts payable run). When payments are authorized, an email notification is sent to an email address provided by the Respondent. The email notification includes the invoice number, invoice date, and amount of payment. Once the Respondent receives the email the credit card has been authorized to charge for the amount listed in the

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email. When the Respondent charges the full amount authorized in the email the card will return to a zero balance until the next payment is authorized.

13.0 PURCHASE ORDERS

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for Respondents to perform services or provide commodities to SJCS D. A commitment, either written or verbal, from SJCS D employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by SJCS D to a Respondent. Respondents that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with SJCS D can be found on the SJCS D web site, www.stjohns.k12.fl.us under the Purchasing Department.

14.0 INVOICING

SJCS D plans to utilize E-rate Category 2 funding to pay for the proposed goods and services. Respondent shall be capable of providing both Billed Entity Applicant Reimbursement (BEAR) and Service Provider Invoicing (SPI). The method utilized shall be the sole discretion of SJCS D.

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Attachment A

Site	Address
Creekside High School	100 Knights Lane, St. Johns, FL 32259
Ketterlinus Elementary School	67 Orange Street, St. Augustine, FL 32084
Palencia Elementary School	355 Palencia Village Drive, St. Augustine, FL 32095
Patriot Oaks Academy	475 Longleaf Pinme Pkwy, St. Johns, FL 32259
South Woods Elementary School	4750, SR 206 West, Elkton, FL 32033
St. Johns Technical High School	2970 Collins Ave, St. Augustine, FL 32084
Valley Ridge Academy	105 Greenleaf Drive, Ponte Vedra, FL 32081

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Attachment B

Company Type, Name and Background

Company Data:

Company Name: _____

A Corporation organized and existing under the laws of the State of _____

A Partnership consisting of _____

Or an Individual trading as _____; Having
principal offices in the City of _____

Who will serve as the response POC: Name: _____

Phone: _____ Email address: _____

Position within Company: _____

Number of Employees that are based within 100 miles of 32084: _____

First and Last Name of Network Engineer who Completed Response: _____

First and Last Name of Assigned Project Manager: _____

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Attachment C Reference Form



REQUESTING AGENCY: St. Johns County School District

Purchasing Department

3015 Lewis Speedway, Building 5

St. Augustine, Florida 32084

The Next Line To Be Completed by the Proposing Firm:

Proposing Firm Name: _____

St. Johns County School District RFP Title:

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The St. Johns County School District is currently evaluating qualifications of various firms to provide the above goods and/or services and the indicated firm has listed you as a reference, having provided similar goods or services for your organization. Please complete this reference form and return no later than December 2, 2020 1:30 PM EST, via email, to Laura.Bowden@stjohns.k12.fl.us

This Section To Be Completed by the Reference Provider:

What specific goods and/or services did firm provide?

Number of years the firm provided support (include start year and end year)

Was E-rate funding successfully used by your agency for work with this firm?

Yes

No

Was the firm responsive to your needs and requests?

Yes

No

Was the firm proactive in resolving problems and disputes?

Yes

No

Were the goods and/or service provided in a timely manner?

Yes

No

Would you award a contract to this firm again for similar services?

Yes

No

How would you rate the overall performance of the firm:

Excellent

Very Good

Satisfactory

Unsatisfactory

Comments: _____

Name of Person Providing Reference:

Agency/Company Providing Reference:

Phone: _____

Email Address: _____



ST. JOHNS COUNTY SCHOOL DISTRICT

Sebastian Administrative Annex

Purchasing Department

3015 Lewis Speedway, Building 5

St. Augustine, Florida 32084

Telephone (904) 547-8941 FAX (904) 547-8945

Patrick Snodgrass, CPSM

Director of Purchasing

November 16, 2020

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #1** to RFP #2020-33 E-rate Network Switching Refresh.

The following is a list of questions that were asked along with the responses:

1. **Question:** I wanted to find out if the District is willing to accept our equal2new® equipment (Preowned, fully tested and re-certified switches) as they are backed with our Lifetime Advance Replacement Warranty from us?

Also, would you be willing to waive the clause for a manufacturer authorized partner, if the product provided was equal2new® ?

Answer: All items must be new and of the current manufactured model, of the best quality, and of the highest grade workmanship. Unless stated otherwise by SJCS D, used, remanufactured, refurbished or reconditioned products are unacceptable.

No, SJCS D will not waive 7.1 (4) Respondent shall provide written/print documentation that they are authorized by the manufacturer to resell all hardware and support services listed in their respective proposal and providing their current “partner level” or “partner status” for that manufacturer.

Thank you for your continued participation in the RFP process.

Sincerely,

Patrick Snodgrass
Director of Purchasing