



**THE ESCAMBIA COUNTY DISTRICT
PURCHASING DEPARTMENT
75 NORTH PACE BLVD.
PENSACOLA, FL 32505**

470 REQUEST FOR PROPOSAL

POSTING DATE:
November 21, 2017

PURCHASING CONTACT & EMAIL:
Anya Klinginsmith, aklinginsmith@escambia.k12.fl.us

FORM 470 TITLE:
Internal Connections-Replace/install existing fiber (ES-Group 2)

FORM 470 APPLICATION NUMBER:
470 180005052

470 PROPOSAL SUBMISSION
DEADLINE:

**January 4, 2018, 2:00 PM,
Central Standard Time**

NOTE: PROPOSALS RECEIVED AFTER THE 470 PROPOSAL SUBMISSION DEADLINE WILL NOT BE ACCEPTED.

The District of Escambia County, Florida, 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 District's Purchasing Office at 75 North Pace Blvd., Pensacola, Florida, 32505 by the "470 Proposal Submission Deadline" referenced above. All envelopes containing sealed Proposals must reference the "Form 470 Title", "Form 470 Application Number" and the "470 Proposal Submission Deadline". The District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Responder. Proposals may not be withdrawn unless otherwise specified.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 RESPONDER.

COMPANY NAME: MAILING

ADDRESS: CITY, STATE,

ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): SPIN

NUMBER:

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDER. SIGNING THIS ACKNOWLEDGEMENT ALSO AFFIRMS THAT THE ORIGINAL 470 PROPOSAL ACKNOWLEDGMENT DOCUMENT HAS NOT BEEN ALTERED IN ANYWAY.

AUTHORIZED SIGNATURE:

TYPED OR
PRINTED NAME:

TITLE:

DATE:

The School District of Escambia County, FL (“District”) invites proposals from qualified firms who are approved by USAC to provide E-rate goods and services which are also experienced in the replacement and/or installation of fiber in existing buildings. This work includes only the selected locations in the District as listed on Exhibit A (“Site Locations”). Minimal to no construction is expected as existing paths are anticipated for use to replace and/or increase fiber.

CALENDAR OF EVENTS	
Deadline for Questions (See page 5)	Monday, December 4, 2017, 5:00 PM, CST
Answers to Questions and Applicable Addendums posted (See page 5)	Friday, December 8, 2017, 5:00 PM, CST
District holiday closure (no deliveries or mail)	Tuesday, December 19, 2017 – Tuesday, January 2, 2018
Proposal Opening (See page 1)	Thursday, January 4, 2018, 2:00 PM, CST
Proposal Evaluation (subject to change)	Tuesday, January 9, 2018, 9:00 AM, CST, IT Conference Room

I. GENERAL TERMS AND CONDITIONS

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

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted will become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Responder(s), relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder(s) will take all necessary action, at Responder’s expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales Taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder’s invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder(s) retain the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The District will not accept collect freight charges. (3) No premium carriers will be used for the District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responders' risk. Such inspection, or the waiver thereof, however, will not relieve the Responder(s) from full responsibility for furnishing goods or work conforming to the requirements of this RFP, and will not prejudice any claim, right, or privilege the District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder(s) will take all reasonable steps to minimize additional costs during the period of work stoppage. The District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule, the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Responder(s) agrees to indemnify and save harmless the District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder(s), its agents, employees, or representatives, or are arising from any Responder(s) furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the District. The Responder(s) will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the District. The Responder(s) will, at the request of the District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Responder(s) assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder(s) or held by the Responder(s) or its suppliers for the account of the District, until such property has been delivered to the District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the District, from the time of shipment thereof to Responder(s) until redelivery thereof to the District.
- L. **LAWS AND REGULATIONS:** Responder(s) will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responder(s) agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement will be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Responder, person, or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a proposal for a RFP to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list.
- N. **PATENTS:** Responders agree to indemnify and save harmless the District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the District, is an employee of the District and owns, directly or indirectly, an interest of five percent (5%) or more of the company.
- P. **TERMINATION: DEFAULT.** The District may terminate all or any part of a subsequent award by giving notice of default to Responder(s), if Responder(s): (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the District's sole obligations will be to reimburse Responder(s) for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder(s) for unfinished goods, which are specifically manufactured for the District and which are not standard products of the Responder(s), as of the date of termination, and a reasonable profit thereon. In no event is the District responsible for loss of anticipated profit nor will reimbursement exceed the amounts paid to Responder(s) under this RFP.
- Q. **DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Responder(s), the District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder(s) in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect or audit all Responder(s) documents and records as they pertain to the products and services delivered under this RFP award. Such rights will be exercised with notice to the Responder(s) to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form will be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection

and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder(s).

- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference in their proposal the manufacturer's name, brand name, model or part number; (2) next to the price Responders will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP; Responders will enclose sufficient technical specification sheets and literature to enable the District to reach a preliminary evaluation; (4) the District may request and Responders agree to submit a sample or to provide its product on-trial or demonstration, whichever the District may deem appropriate, at no charge to the District; (5) the District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the Purchasing Department of the District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the District.
- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, Responder(s) experience, references, and responsiveness. Other factors that may be used in the evaluation of proposals received will be: (1) administrative costs incurred by the District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder(s) past performance. The District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The District has sole discretion in determining testing and evaluation methods. The District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other Districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The District reserves the right to allow for clarification of questionable entries, and for the Responder(s) to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on page 1. Any ambiguities or inconsistencies will be brought to the attention of the designated Purchasing Agent in writing by 5:00 PM CST of Monday, December 4th, 2017. The answers to the questions will be posted on the District's website address no later than Friday, December 8th, 2017 by 5:00 PM CST at <http://ecsd-fl.schoolloop.com/purchasing/bids>. Failure to submit questions/concerns to the Purchasing Agent noted on Page 1 within the time required will convey a thorough understanding and acceptance of the required Scope of Work by the Responder as outlined in this RFP. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The District will consider no interpretations binding.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations will be posted for seventy-two (72) hours on the District's website address at <http://ecsd-fl.schoolloop.com/purchasing/bids>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page 1.** Prospective Responders will not contact any member of the

Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact will be cause for rejection of your proposal.

- Y. **PROPOSAL PREPARATION COSTS:** Neither the District nor its representatives will be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, will incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- AA. **ADDITIONAL TERMS AND CONDITIONS:** The District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

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

- A. **TERM OF AGREEMENT:** This will be a one (1) time install with no annual Agreement. This Agreement includes all materials, equipment and labor necessary to provide turn-key replacement and/or installation of fiber in existing buildings.
- B. **BIDDER QUALIFICATIONS:** Bidder must be licensed to do business in Escambia County and/or the State of Florida. Bidders shall hold a current business license and shall be qualified to provide the service as described herein.
- C. **EMPLOYEE SCREENINGS:** If services are to be provided when District students are present, or the Responder will have access to District funds, or the Responder will be working directly with students, the following additional provision is herein incorporated and made a part of this agreement by this reference:

Responder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Responder and all of its employees who provide services under this RFP have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in the form of a list of employees with current badge expiration dates to be verified no later than sixty (60) days after award or in advance of the Responder providing any services on campus while students are present, whichever is sooner. The Responder will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Responder and its employees. The Responder will follow the procedures for obtaining employee background screening as outlined on the District Website: <http://ecsd-fl.schoolloop.com>. Responder will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that Responder fails to perform any of the duties described in this paragraph, this will constitute a material breach of the Agreement entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this Agreement. Responder agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Responder(s) failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

- D. **CONFLICT OF INTEREST:** The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Responder family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the

Responder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

- E. **BIDDER'S CLERICAL ERRORS:** The Purchasing Department will correct clerical errors if the errors are evident on the face of the bid or on other documents submitted with the bid. A clerical error is an error by the Bidder in transcribing its offer. Examples include: typographical mistakes, errors in extending unit prices, transposition errors, arithmetic errors, instances in which the intended correct unit or amount is evident by simple mathematical calculations (for example: a missing unit price may be established by dividing the total price for the units by the quantity of units for that item, or a missing or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the bid). Unit prices shall prevail over extended prices in the event of a discrepancy between extended prices and unit prices.
- F. **THE RESPONDER AS INDEPENDENT CONTRACTOR:** The Responder will have sole control over the manner and means of providing the services performed under this Agreement. The Responder relationship to the District under this Agreement will be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.

As an Independent Contractor, the Responder is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.

- G. **COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder will obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work. In the event that any changes or updates to the laws, regulations, statutes, rulings or enactments of any applicable governmental authority resulting in additional administrative, reporting or documentation costs will not be charged to the District during the term of this Agreement, including any additional renewals.
- H. **GOVERNING LAWS:** This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement will be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.
- I. **EXAMINATION OF RECORDS:** The Responder agrees that the District, the Comptroller General of the United States of America, the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives will have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this Agreement until the expiration of ten (10) years after final payment under this Agreement or such longer period as required by law.
- I. **EX PARTE COMMUNICATION:** Ex parte communication, whether verbal or written, by any potential Responder or representative of any potential Responder to this solicitation with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responder proposal. Ex parte communication (whether verbal or written) by any potential Responder or representative of any potential Responder to this solicitation with District Board members is also prohibited and will result in the disqualification of the Responder.

Any current Responder meetings with District staff and administration, or instructional personnel will at no time include any conversation regarding the solicitation.

- J. **COVENANT AGAINST CONTINGENT FEES:** The Responder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the District will have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- M. **INVOICES:** Invoices must detail the type of activity, project name, and the 471 #. Invoices submitted more than sixty (60) days after project completion may be deemed waived and will not be paid. Payments will be made on a per-site completion with no partial or incremental payments unless authorized in writing by the District's Contract Performance Contact. A copy of all invoices prepared for submission to USAC for payment must first be submitted to the District's Contract Performance Contact and approved. Audits will be conducted at the discretion of the District. Responder agrees that all documentation necessary to validate pricing listed on invoice will be provided to the requesting District representative within ten (10) business days of the written request. In the event additional time is required to obtain the necessary documentation, the successful Responder will notify the District designee within five (5) business days of the District's written request and provide a specified date that the documentation will be ready, which will not exceed thirty (30) days from the date of the written request. Further, the Responder agrees that payment for the invoice in question will be held, without penalty to the District, until the requested documentation has been provided and reviewed by the District, which will not be unreasonably delayed.
- N. **FORCE MAJEURE:** A "Force Majeure Event" means fire, flood, earthquake, acts of God, wars, riots, civil unrest, vandalism, acts of terrorism, or any other similar cause beyond the reasonable control of either Party (the District or the Responder) except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans, or other means. A strike, lockout, or labor dispute shall not constitute a Force Majeure Event and shall not excuse the Responder from its obligations under this Agreement.
- O. **CONDITION OF MATERIALS:** All equipment and material will be new. Used, refurbished, damaged or deteriorated equipment and material is **NOT** acceptable.
- P. **DISTRICT POINT OF CONTACT FOLLOWING AWARD:** The Technical point of contact will be named following award. For questions concerning contract and performance, the Purchasing Agent on page 1 will remain the point of contact.
- Q. **MISCELLANEOUS:**
1. The submission of a proposal will be prima facie evidence that the Responder has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
 2. Any proposal may be withdrawn until the date and time set for the opening of the RFP. Any proposal not so withdrawn will constitute an irrevocable offer to provide the District the services/products set forth in this RFP.
 3. The District reserves the right to use other existing contracts when determined to be in their best interest. The District also reserves the right to bid separately any item(s) or service(s) covered under this RFP if deemed to be in the best interest of the District at any time during the term of this Agreement.
 4. Except as it relates to any warranty provision established by this Agreement, and in addition to any and all rights by the parties in law or equity, the Responder may only terminate this Agreement upon

mutual agreement between the Responder and the District following a sixty (60) days written notice submitted to the Purchasing Agent listed on page 1. The District may unilaterally terminate this Agreement in writing at any time. In the event of termination, the Responder (a) will be responsible for the delivery of all equipment for orders received up to the date of termination, or (b) may mutually be canceled without penalty upon agreement by the parties. The District will be responsible for payment of all goods, materials, and services ordered, received and accepted prior to termination. All warranty provisions as it relates to services/parts purchased during this Agreement will survive any termination between the parties regardless of cause and the supplier agrees to be obligated to continue to provide warranty repair service when and where needed as if no termination has occurred.

5. No work shall begin without first receiving either a Purchase Order for a specific job or receiving prior authorization to bill the work on the End User's District Purchasing Card (with no additional fees to be charged).

6. Responder(s) must be a certified E-rate provider, shall have a "Service Provider Information Number" (SPIN) from the Schools and Libraries Division of the Universal Service Administrative Company, and be responsible for complying with all rules and regulations of the E-rate program. This certification must be maintained throughout the term of the contract. Evidence of Responder's certification and annual re-certification by the Federal Communication Commission/Schools and Library Division ("FCC/SLD") must be provided in response to this RFP. Failure of Responder to maintain this certification, re-certify annually, or have certification revoked by FCC/SLD shall constitute a breach of contract. Further, Responder shall reimburse the District for the full amount of any and all invoices resulting from the services provided by Responder under the pending or current contract that is not reimbursed by the FCC/SLD because of Responder's lack of certification, failure to re-certify or revocation of certification, as required by the FCC/SLD.

7. During the course of the Agreement, should the District encounter performance issues in the execution of this RFP, the District will begin documenting information concerning those instances. After three (3) instances are recorded within an Agreement Term, a meeting will occur involving representative from the Responder in question, the Purchasing Department and the Information Technology Department to address. If performance does not improve in accordance with the established benchmarks from the joint meeting, the District reserves the right to terminate the Agreement. Should an instance be of such severity that the District has reasonable concern for the safety or viability of the operational ability, then the District reserves the right to request an immediate meeting to address the issue without waiting for three (3) documented records.

R. **DEFINITIONS:** For the purposes of this Request for Proposal (RFP), the following definitions apply:

1. **Data Communications:** Data communications is a designation referring to any stand-alone or bundled equipment, systems, or services (including but not limited to: all cable types; wireless and hardwired electronics; transport and monitoring protocols; operating systems; miscellaneous components, materials, and supplies; and certified personnel) that facilitate and/or maintain the capacity to transfer data, voice, or video over the District's LAN's, MAN, closed Circuits, and Telephony networks.

2. **Inside Plant:** Inside plant is a designation applied to any data communications equipment, systems, or services located on District property. Predominately, but not exclusively, inside plant refers to data communications equipment, systems, and services providing connectivity within individual District facilities (LAN's, Local Area Networks).

3. **Outside Plant:** Outside plant is a designation applied to any data communications equipment, systems, or services located outside District property. Predominately, but not exclusively, outside plant refers to data communications equipment, systems, or services providing connectivity among District facilities (collectively referred to as the District MAN, Metropolitan Area Network).

III. PREPARATION AND SUBMISSION REQUIREMENTS It is the practice of the District to evaluate all RFP's in an open public forum pursuant to Florida Statute 286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute Chapter 119, as such any information sent to the District is being sent into the public domain. No action on the part of the Responder(s) would create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes 812.081, 815.045. It is recommended that potential Responders exclude from their response any information that, in their judgment, may be considered a trade secret.

IV. EVALUATION AND AWARD Points will be awarded based on the responses in each proposal received. Lack of a response for any item may receive (0) zero points for that item. All attachments must be clearly marked and reference the appropriate item. Additional information may be submitted by the Responder, however, the evaluation committee will be solely responsible for determining the weight, if any, such information will be assigned. The successful Responder will provide the District with a pricing proposal that is most favorable to the District while retaining the best overall value as evaluated by the District.

A. PROPOSAL EVALUATION PROCESS:

- 1) Proposals are received and publicly opened. Only names of Responders are read at this time.
- 2) An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. Purchasing personnel will participate in an administrative and advisory capacity only. The District reserves the right to waive any irregularities and technicalities.
- 3) The Evaluation Committee reserves the right to interview any or all Responders and to require a formal presentation with the key people who will administer and be assigned to work on the RFP before recommendation of award. This interview is to be based upon the written proposal received. The District will not be liable for any costs incurred by the Responder in connection with such interviews (i.e., travel, accommodations, etc.). The District also has the right to require Responders to submit additional evidence of qualifications or any other information the District may deem necessary. Such information will not materially change the original proposal response nor serve to allow the addition of new information that was not originally expressed or referenced.
- 4) All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Responder; or, (3) Allow the top ranked Responders to make oral presentations.
- 5) Responders are advised to provide their best offer with the initial proposal because the District reserves the right to award a contract based on initial proposals without further discussion or negotiation.
- 6) The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable Agreement between the District and the selected Responder(s) cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Responder(s) and to negotiate and execute a contract with the next-ranked Responder(s).
- 7) The District reserves all rights, in its sole discretion, not to issue an award to any Responder, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above.

The District will not be liable to any Responder for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

8) The Purchasing Department will prepare and submit an award recommendation agenda item to the School Board of Escambia County, Florida. The School Board will then approve or reject the recommendation.

- B. BID DOCUMENTATION AND REQUIRED ENCLOSURES:** One (1) manually-signed original and six (6) copies of the complete proposal must be submitted in a sealed package which must be clearly labeled “470 180005049 – INTERNAL CONNECTIONS (ES-GROUP 1)” on the outside of the package. Once accepted, all originals and any copies of bid become the sole property of the District and may be retained or disposed of by the District in any manner in which the District deems fit.

Bids may be subject to disqualification, at the sole discretion of the District, if the Responder does not comply with the instructions provided herein. Proposals submitted **must** be in hardcopy format. Fax and/or email submissions will be considered “**non-responsive**”.

1) PROPOSAL DOCUMENTS:

- i. Failure to return the following items WILL result in your bid not being accepted:
 1. All pages of this RFP document (pages 1-21).
 2. A completed and signed “470 Proposal Acknowledgement” form (page 1 of the proposal document). This form must be completed with an ORIGINAL, manual signature (blue ink preferred) and returned with the bid.
 3. A completed and signed “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” form (Attachment A)
 4. A signed “Conflict of Interest” form (Attachment B).
 5. An initialed “Escambia School District Risk Management Addendum (Regular)” (Attachment C).
 6. A copy of valid Service Provider Identification Number (“SPIN”).
 7. A copy of current “red light status” with USAC.
- ii. Failure to return the following items MAY result in your bid not being accepted, at the sole discretion of the District:
 1. A signed “Drug Free Workplace” form (Attachment D). At minimum, an unsigned form must be returned as part of the entire Proposal documentation. While a signed “Drug Free Workplace” form is not required, it will be a determining factor in award between two (2) proposals that are equal in price, quality, and service.
 2. An initialed “Escambia School District Public Records Addendum” form (Attachment E).
 3. A copy of the Bidder’s Escambia County, Florida Business License which must be current.
 4. A copy of your historical record of “red light status” with USAC covering the period of July 1 2015-June 30, 2017.

2) SCOPE OF WORK PROPOSAL DOCUMENTS: In order to maintain comparability and enhance the review process, it is required that the items below be organized as specified. Include all information in your proposal. Responders are encouraged to provide tab separations for each item. Proposals received which do not contain ALL items listed in this section will be considered non-responsive at the sole discretion of the District.

- i. **PRICE (30 points maximum):**
 1. Pricing will be based on a Firm Fixed Price of new, OEM parts and equipment.
 2. Pricing shall be submitted in a table format indicating:

- Location name
 - Total # of feet per location
 - Turn-key cost of OM4/12 strand, indoor/outdoor plenum fiber cable
3. Indicate and identify if any pricing includes ineligible costs per E-rate.
 4. The fiber option of the OM4/12 strand, indoor/outdoor plenum fiber cable will be listed and submitted for this RFP in a table format indicating:
 - a. Manufacturer Catalog Number
 - b. Material description
 - c. Unit of measure
 - d. Quantity of material
 - e. Unit price
 - f. Extended price
 5. The measurements and counts provided in Exhibit A are in meters and are approximate, to the best knowledge of the District per District measurements using a variety of methods and include vertical and slack span allowance. Existing pathways will vary by location, which may include, and not limited to, conduit or j-hook. Responders may allow for overage, with a not-to-exceed amount of fifteen (15) percent per location for fiber and up to five (5) additional fiber trays per location to the table, which must be noted, if submitted. Prior to commencing with any work involving overage, the Responder will submit the revised information to the designated District representative to obtain confirmation to proceed. In the event that any location exceeds the maximum overages allowed, the District and Responder will separately negotiate the cost.
 6. Any cabling that is required to be pulled will be the responsibility of the vendor, at vendor's cost, to patch and ensure operability in conformance with this project.
 7. Both the fiber faceplate in the breakout box and the cover will be labeled with sufficient detail as to allow District staff with a networking background to understand the terminal layout.
 8. The approved fiber tray(s) to be used are from the Panduit Opticom series or equivalent. An approved equal may be substituted with sufficient documentation with the proposal for the Evaluation committee to review.
 9. All fiber ends should be terminated appropriately to prevent District staff from having to separate the ends of the patch cables. No work will be considered complete and released for payment until corrected.
 10. Responder agrees to be responsible for damaged to any maintained property resulting from actions of the awarded Responder. Any damage caused by the awarded Responder shall be reported to the Technical Point of Contact immediately. Required repairs shall be made at no cost to the District and prior to the release of any additional District payments to the Responder for services rendered.
 11. The Responder agrees to maintain a clean work area. All work-related trash materials shall be disposed of properly. All hazardous material and/or chemical waste shall be disposed of in accordance with no less than EPA guidelines as a minimum. District dumpsters should not be used for disposal.
 12. Indicate verification that the proposal submitted is "turn-key" and inclusive of all elements necessary to complete proposal.

13. Responder agrees to hold pricing and proposal terms following award through the issuance of Funding Commitment Decision Letters (“FCDL”) by USAC. In the event that the District does not receive a positive funding commitment letter through initial submission or following an appeal, the District will have sole and exclusive ability to revoke the award. In the event that the District wishes to proceed with the goods and services with an alternate payment source, the Responder and District will negotiate any changes.
- ii. WARRANTY (20 points maximum):
 1. Provide acceptance of warranty requirement that all wiring will carry a five (5) year warranty. The warranty will cover the cost of any and all parts, materials, supplies, and equipment as well as related labor required to return the system to its proper working condition.
 2. Describe your warranty covering parts and workmanship beyond the designated warranty periods specified above. Your response will clearly acknowledge your warranty policy period, exclusions, and acceptable warranty repair rate.
 - iii. TIMELINE (25 points maximum):
 1. The District seeks to have all listed sites upgraded and operational by 6/30/2019. Submit a timeline detailing each site’s proposed completion/operational date which may be subject to potential penalties if not operational by the Responder-provided timeline. The plan should include information on making a seamless transfer from the existing fiber with minimum downtime and no additional costs. The timeline should reflect information and planning in the event the project is disrupted due to severe weather or other Force Majeure events. Also indicate if there is any lead-time required from issuance of Purchase Order to start of project. Provide the length of time for job completion both in a pre- and post-school start scenario. This should include information on anticipated working hours (start/stop time), school order, etc.
 - iv. ADMINISTRATIVE (15 points maximum):
 1. Submit a maximum of three (3) references for work completed within the last five (5) years for similarly sized school districts or public entities. Each reference must contain; name, title, phone number, email, brief explanation of type of work completed and when. If references are submitted, Responder agrees the submission of contact information serves as permission to contact and receive information from references.
 2. Indicate if the District will be provided a dedicated Point of Contact and if so, provide his/her contact information.
 3. Provide a brief (maximum two (2) pages) overview of the company to specifically address:
 - a. Number of years in business as a fiber service provider
 - b. Licensing held to provide fiber installation services Insurance held to provide fiber installation services
 - c. Number of employees in company
 - d. What sets your company apart as a provider of fiber installation services
 4. Number of, type, certifications held, and years of experience for employees that will be assigned to the performance of this service
 5. Indicate if subcontractors will or are expected to be utilized in the performance of this service. If subcontractors will be used, describe extent of involvement. In the event a

subcontractor is allowed, the subcontractor will be responsible for complying with all requirements of this RFP and the Responder will be responsible for providing documentation of subcontractor compliance.

6. Responder agrees to schedule services with the Technical Point of Contact following award to provide stated services in a manner that will not conflict with instructional time or cause a disruption to the network. This may require after hours or weekend work to accomplish, which will not result in an increase to the labor cost.
7. Responder agrees to report to a school official upon arrival and again prior to departure.

v. **INVOICING (10 points maximum)**

1. Indicate acceptance of SPI billing and provide the maximum percentage Responder will support.
2. Indicate acceptance of Responder providing storage for any and all equipment and materials necessary to complete the work outlined in this proposal.
3. Indicate acceptance that billing may only occur as work is completed in accordance with this proposal.
4. Indicate acceptance of receiving individual Purchase Orders on a per-site basis, which is also how invoicing shall occur.

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

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

Instructions for Certification

1. By signing and submitting this 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 will 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 will 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 will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant will attach an explanation to this proposal.

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

CONFLICT OF INTEREST DISCLOSURE

Conflict of Interest and Ethical Considerations. The Responder affirms that, to the best of his or her knowledge, there exists no actual or potential conflict between the Responder's business or financial interests and its services under this RFP; and, in event of a change in services under this RFP; the Responder will raise with the District any questions regarding possible conflict(s) of interest which may arise as a result of such change.

Examples of potential conflicts of interest are listed below:

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

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

Responder's Signature _____

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of , or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

- 1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 2. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:



Kevin T. Windham, CFE, CSRM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

Attachment D

DRUG FREE WORKPLACE

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

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

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

Responder's Signature _____

Attachment E
ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.
Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

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

IF 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 SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, NROSS@ESCAMBIA.K12.FL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

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

Approved:



Donna Sessions Waters
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
02/21/2017

Initials of Each Signatory:

Exhibit A
Site locations

School Name	# of Runs	Total
		Distance(m)
Beulah ES-12 Strand	6	1300
Bratt ES	4	785
Cordova Park ES	1	135
Ensley ES	3	300
Ferry Pass ES	5	655
Jim Allen ES	3	320
Lincoln Park ES	4	380
Lipscomb ES	6	1391
Longleaf ES	2	300
McArthur ES	3	375
Westgate Center	3	500
Molino Park ES	0	0
Scenic Heights ES	7	910
Phase 2 Total distance (m)		8321