

# INVITATION TO BID

**SUBMIT BID TO:** CITRUS COUNTY SCHOOL BOARD  
C/O PURCHASING DEPARTMENT  
1007 W MAIN STREET – **BLDG. 200**  
INVERNESS, FL 34450-4625

**BID #:** 2017-18  
**BID NAME:** Wireless Access Points  
**BID WILL BE OPENED:** Thursday, March 2, 2017 @ 2:30PM  
*Bids must be delivered prior to the date & time specified for opening. Bids received after specified time will not be accepted*

*The signing of this bid form certifies that I have read and agree to abide by the accompanying General Conditions, Special Conditions and Specifications. This sheet and the accompanying documents constitute a firm offer from the bidder.*

**BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED**

**Company Name** \_\_\_\_\_ **FEIN** \_\_\_\_\_  
**Address** \_\_\_\_\_ **Telephone** ( ) \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_ **Fax** ( ) \_\_\_\_\_  
**E-Mail** \_\_\_\_\_  
**Signature of Owner or Authorized Officer/Agent** \_\_\_\_\_  
**Type Name of Above** \_\_\_\_\_

## PURCHASING CARDS

District personnel may choose to use a Visa Purchasing Card in place of a purchase order to make purchases from this bid. **Unless exception to this condition is checked below, the bidder, by submitting a bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card.** Refusal to accept this condition may cause your bid to be declared non-responsive.

I do not accept the above condition

**PURCHASES BY OTHER PUBLIC AGENCIES (D.O.E. Regulation #6A1.012 (5)):** - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the state of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

**NO BID:** I hereby submit this as a "NO BID" for the reasons checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient time to respond                      | <input type="checkbox"/> Could not meet Insurance requirements                      |
| <input type="checkbox"/> Addenda were received too late to respond         | <input type="checkbox"/> Could not meet bonding requirements                        |
| <input type="checkbox"/> Could not meet specifications                     | <input type="checkbox"/> We do not offer the product or service requested           |
| <input type="checkbox"/> Specifications were unclear or restrictive        | <input type="checkbox"/> Our schedule will not permit us to respond                 |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive    | <input type="checkbox"/> We do not bid directly                                     |
| <input type="checkbox"/> Keep our company on this bid list for future bids | <input type="checkbox"/> Remove our company name from this bid list for future bids |

**BID CONDITIONS - GENERAL**  
**TO ENSURE ACCEPTANCE OF THE BID, FOLLOW THESE INSTRUCTIONS:**

1. **GENERAL BID INSTRUCTIONS:** These are general instructions for bid procedures for the District School Board of Citrus County, Florida, and can be superseded by special instructions and addenda.
2. **SEALED BIDS:** This entire document must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the Bid opening and the Bid number (label provided). Bids not submitted on the attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. Offers by telegraph, facsimile machine, or telephone are not acceptable.
3. **RECEIPT OF BIDS:** The Purchasing Department is not responsible for timely delivery of the U.S. or private courier mail. The Bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the Purchasing Department prior to the specified due date and time. **LATE BIDS WILL BE REJECTED.**
4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that the bid is delivered at the proper time and to the proper place of the bid opening. Bids, which for any reason are not so delivered, will not be considered.
5. **SIGNATORY AUTHORITY:** ALL BIDS MUST BE SIGNED IN INK (SEE OFFICIAL SIGNATURE PAGE OF THE BID DOCUMENTS) BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM.
6. **BID DOCUMENTS:** Bidder must return the entire bid document (all pages, including cover sheet, general conditions, special conditions, forms etc. as an intact document). On the bottom of each page you must indicate the company name and initials of the person filling out the forms. Failure to submit an entire bid document may result in automatic disqualification for failure to properly execute the entire bid document.
7. **POSTING OF BID TABULATIONS:** Notice of Intent To Recommend the Award or To Reject Sealed Bids and Proposals issued by the Purchasing Office shall be given to all bidders by posting the bid tabulations for review by interested parties at [www.vendorbid.net/citrus](http://www.vendorbid.net/citrus)
8. **AWARD:** The CCSB is not obligated to accept a recommendation placed before it, nor is it bound by a notice of intended decision. In the event that the Board takes an action to award a bid in a manner, which differs from the posted notice, a re-posting of the actual award shall take place the next business day. As the best interest of the CCSB may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bid or waive any minor irregularity of technicality in bid received.
9. **RENEWAL:** CCSB reserves the right to renew this contract or any portion thereof, upon mutual agreement, in writing.
10. **EXTENSION OF CONTRACT:** Prior to the expiration of any contract resulting from a successful bid, CCSB at its discretion may require an extension of said contract for a period, which shall not exceed the original termination date by more than 90 days. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.
11. **ESCALATION:** Escalation provisions by the bidder are not acceptable unless specified.
12. **PRICES AND TERMS:** Firm prices shall be bid and must include all packing, handling, shipping charges and delivery to the destination shown herein.
13. **QUOTED PRICES:** Prices are to be submitted in accordance with the quantities required, which appear in the bid invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the Purchasing Department reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.
14. **DISCOUNTS:** Bidders shall reflect cash discounts in the unit prices quoted. Discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.
15. **DELIVERY:** Unless actual delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award (see BID SPECIFICATIONS - SPECIAL). Delivery shall be within the working hours of the Citrus County School Board (CCSB) Monday through Friday 8:30 a.m. - 3:30 p.m., excluding holidays unless otherwise specified.
16. **QUANTITY SPECIFIED:** CCSB reserves the right to increase or decrease the quantity of any and all bid items as it deems appropriate. The unit price shall remain as accepted at bid award. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY."
17. **CONDITION OF ITEMS:** Unless otherwise specified in the Special Conditions section of the bid, all items requested must be *new, the latest model manufactured, first quality, carry the manufacturer's standard warranty* and be *equal to or exceed the specifications* listed in the bid. Bids on "*used, remanufactured or reconditioned*" items will not be considered unless specifically requested in the bid documents.

18. **METHOD OF ORDERING:** Orders shall be processed only upon receipt of an authorized purchase order or when placed by an authorized CCSB Visa Card Holder.
19. **SPECIAL CONDITIONS:** Any conditions you wish to make as a part of your bid should be submitted in a letter on company stationery signed by the same company representative making the bid, and referred to by notations on the bid form. The letter must be attached to the bid form and enclosed in the sealed bid.
20. **VARIANCE TO BID DOCUMENTS:** For the purpose of bid evaluation, bidders must clearly stipulate any or all variances to the bid documents or specification, no matter how slight. If variations are not stated in the vendor's bid, it shall be understood that the bid submitted fully complies in every respect with our bid documents.
21. **CONDITIONAL BIDS:** The Board specifically reserves the right to reject any conditional bid and will normally reject those which make it impossible to determine the true amount and quality of the bid.
22. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specifications for any item(s). Note: Sometimes substitutes are not acceptable. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The CCSB reserves the right to determine acceptance of item(s) as an approved equivalent. Bids that do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with specifications as listed on the bid form.
23. **ITEM SUBSTITUTIONS:** Under no circumstances may a vendor substitute a different product for any item they were awarded from this bid, without prior approval. In the event an awarded item is discontinued by the manufacturer during the term of this bid, the successful bidder must provide an acceptable substitute item at the same bid price or risk being found in default. The vendor must file a written request with the Purchasing Department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete specifications for the proposed substitute item, and a sample, if requested.
24. **DAMAGED ITEMS:** In the event an item(s) is received and it is later determined there is concealed damage when the item(s) is unpacked; the item(s) must be replaced by the vendor at no cost to the CCSB.
25. **ERRORS AND OMISSIONS:** In the event an error or obvious omission is discovered in a bidder's bid, either by the Purchasing Department or the bidder, the bidder may have the opportunity of withdrawing their bid, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Purchasing Department's discretion, to support the validity of such a request. This privilege shall not extend to allowing a bidder to change any information contained in their bid; however, in the event of a minor omission or oversight on the part of the bidder, the Purchasing Department (or designee) may request written clarification from a bidder in order to confirm the evaluator's interpretation of the bidder's response and to preclude the rejection of their bid, either in part or in whole. The Purchasing Department will have the authority to weigh the severity of the infraction and determine its acceptability.
26. **ASSIGNMENT OF CONTRACT:** The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the CCSB.
27. **FLORIDA STATE CONTRACT. "SNAPS" AGREEMENTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:** If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this bid, the bidder shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The Purchasing Department reserves the right to reject all bids and purchase from State Contracts, SNAPS Agreements, or FDOE Contracts if to do so represent the best interests of the CCSB.
28. **TAXES:** Purchases are exempt from ALL Federal Excise and State Sales Tax.
29. **INVOICING AND PAYMENT FROM PURCHASE ORDERS:** Payment will be made by CCSB after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment terms are Net 30 days after receipt of an acceptable invoice. All invoices must bear the purchase order number. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and all correspondence. The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. Invoices shall be mailed directly to: Accounts Payable, 1007 W Main Street, Inverness, FL 34450. A separate invoice must be received for each purchase order number.
30. **PAYMENT BY VISA CARD:** The supplier will complete a sales receipt, which includes the following information: (1) Card number, expiration date, cardholder name, and school/department. (2) Date and amount of purchase (3) Itemized list of item description, quantity, price. (4) Suppliers name and identification.
31. **WITHDRAWING BID:** The Bid, as submitted by the bidder, shall remain in effect for a period of sixty (60) days from the bid opening. The bidder agrees not to withdraw from competition during this sixty (60) day period to provide ample time for evaluation and acceptance by the CCSB.

32. **BID PROTESTS:** Bidders are advised that any and all Bid Protests must be made in accordance with the requirements of the terms and conditions of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

All Bidders acknowledge that the Citrus County School Board as a result of the time lost and costs associated with an unsuccessful Bid Protest will suffer significant damages and losses. Persons or entities filing a Bid Protest shall post with the Purchasing Office, a security in the amount equal to one percent (1%) of the estimated total value of the contract provided the amount shall not exceed \$5,000.00 nor be less than \$500.00.

The security may be in the form of a bank cashier's check or bank certified check payable to "The School Board of Citrus County, Florida," or in the form of a Bond naming as obligee therein "The School Board of Citrus County, Florida." The BIDDER, as the PRINCIPAL, shall execute each such Bond therein, and by a Surety acceptable to the School Board. The Protest Bond or check shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-in-Fact, who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.

Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER, shall be retained by the OWNER and the Protesting BIDDER shall have no right to same or any part of same.

If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond and OWNER shall retain such amount and sum.

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest in order for the protest to be considered successful.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

33. **CANCELLATION / TERMINATION:** In the event, the awarded bidder violates any of the provisions of this bid or fails to perform their obligation under this contract in a manner satisfactory to the Citrus County School Board as per specifications, the Purchasing Manager shall give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the CCSB for immediate cancellation. Failure of the vendor shall give the CCSB the right to cancel this contract, but waivers of this right, in any instance, shall not prevent the subsequent exercise of this right by the CCSB or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service (Title 32, Section (80.36(i)(1)). Upon cancellation, hereunder the CCSB may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The CCSB reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the CCSB shall be relieved of all obligations under said contract. The CCSB shall only be required to pay to the award bidder that amount of the contract actually performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor. The CCSB may cancel the contract upon ninety (90) days written notice for reasons other than cause.
34. **DEFAULT:** If the bidder defaults after the CCSB awards a bid and a bond or certified check was not required with the bid, the bidder shall pay to the CCSB as liquidated damages an amount equal to 25 percent of the unit price bid, times the quantity, or \$50, whichever amount is larger. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidation damages are due shall lose eligibility to transact business with the CCSB for a period of one (1) year after the default date. Thereafter, the bidder shall request to be placed on the bid list. If this occurs, the CCSB may opt to rebid contract or take next best lowest bidder.
35. **LIQUIDATED DAMAGES / DELIVERY AND OR PERFORMANCE:** Time is an essential element of all contracts and is important that the work be vigorously prosecuted until completion/delivery. For each day that any work or delivery of products shall remain incomplete beyond the time(s) specified in the contract, the successful bidder shall be liable for liquidated damages in the amount equal to 5% of the unit price times the quantity or \$25, whichever amount is larger, provided however, that due account shall be taken of any adjustment of specified completion time(s) for work or delivery as granted by CCSB.
36. **COURT VENUE:** Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate court in and for Citrus County, State of Florida. The laws of the State of Florida shall govern this transaction.
37. **NON COLLUSION:** The bidder, by affixing its signature to this bid, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
38. **DISCLOSING CONFIDENTIAL INFORMATION:** The District School Board of Citrus County prohibits vendors from disclosing, utilizing, selling or sharing student or staff directory and/or confidential information for commercial purposes. When such information is required to perform the services outlined within the scope of this bid, vendors must obtain a written release through the Superintendent or his/her designee. Vendors found in default of this clause will be removed from the District's active vendors' database for a period of up to three years. The District reserves the right to seek legal remedies for said breach as allowed by law.

39. **CONFIDENTIALITY OF INFORMATION SUBMITTED BY BIDDER:** The CCSB reserves the right to retain all copies of bidders' bids and associated documentation submitted. Under Florida's Public Records Laws, sealed bids or proposals received by the district pursuant to invitations to bid or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 10 days after the bid or proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the bid documents could be detrimental to its business, the vendor should notify the district and cite the governing statute, which exempts such material from public scrutiny.
40. **BIDDER'S LIABILITY:** Bidders are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the bidder to make the necessary examinations and investigations, visit appropriate site locations and become familiar with all locations covered under this bid, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to follow the instructions contained in the bid for completion of a bid response is cause for rejection of a bid. Failure to do so will be at the bidder's risk. Erasures or the use of typewriter correction fluid on bid forms is not acceptable and may result in the rejection of the bid. Prior to submission or opening, errors may be crossed out, corrections entered and initialed by the person signing the bid. No bids shall be altered or amended after the specified time for opening.
41. **PUBLIC ENTITY CRIME:** Per the provisions of Florida Statute 287.133 (2) (a), "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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Florida Statute, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
42. **HOLD HARMLESS AGREEMENT:** During the term of this bid the bidder shall indemnify, hold harmless, and defend the CCSB its agents, servants and employees from any and all cost 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, servant and employees, may pay or become obligated to pay on account of any, all or 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 bidder, his agents, servants or employees, or any of his equipment when such person or equipment are on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, or death of any person, group or organization whether employed by the bidder or the Board or otherwise.
43. **OSHA:** The bidder certifies that all material, equipment, etc., contained in this bid meets all Occupational Safety Hazards Act (OSHA) requirements. The bidder further certifies that, if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be in non-compliance with any OSHA requirements in effect on date of delivery, all cost necessary to bring the material, equipment, etc., into compliance with aforementioned requirements shall be borne by the bidder. Failure of the bidder to bring any and all material, equipment, etc., contained in a particular bid, in conformity with all OSHA requirements, shall constitute default under this agreement.
44. **ASBESTOS STATEMENT:** All material supplied to the CCSB under this bid must be 100 percent asbestos free unless otherwise specified. Bidder, by virtue of bidding, certifies by signing bid that if awarded any portion of this bid, will supply only material or equipment that is 100 percent asbestos free. No bid will be considered unless this is agreed to by the vendor.
45. **MATERIAL SAFETY DATA SHEET:** The successful bidder(s) must submit a Material Safety Data Sheet (MSDS) with each shipment of each chemical that you are awarded. For bid evaluation purposes, an MSDS may be required prior to a recommendation for award. Failure to submit a Material Safety Data Sheet within forty-eight (48) hours of such a request will make your bid unacceptable. This information must be provided in compliance with Florida's Right-To-Know law.
46. **FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Citrus County School Board.
47. **EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)):** All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or sub grantees.

**FEDERAL REGULATIONS:**

48. **COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)):** All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.
49. **DAVIS-BACON ACT (34 CFR 80.36(i)(5)):** All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to construction contracts in excess of \$2000 awarded by the district and sub grantees when required by Federal grant program legislation.

50. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and sub grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.
51. **ACCESS TO RECORDS** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the CCSB, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcriptions.
52. **RECORDS RETENTION** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the Citrus County School Board makes final payments and all other pending matters are closed.
53. **CLEAN AIR ACT** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Applies to contract, subcontracts and sub grants of amounts in excess of \$100,000.
54. **ENERGY EFFICIENCY** (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
55. **SUSPENSION AND DEBARMENT**: In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed as excluded or suspended parties on the System for Award Management (SAM) issued by the General Services Administration (GSA).
56. **FEDERAL DEBARMENT CERTIFICATION**: Certification regarding debarment, suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110-(ED80-0013).
  - 56.1. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this bid, 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.
  - 56.2. 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 bid.

**SCHOOL SECURITY:**

57. Contractor acknowledges and understands that the goods/services contemplated by this Contract are delivered to or performed on public property owned by the CCSB, which property may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Contractor agrees to the following provisions and agrees that the failure of Contractor to comply with any of these provisions may result in the termination of this contract by CCSB:
  - 57.1. **UNAUTHORIZED ALIENS**. CCSB considers the employment of unauthorized aliens by the Contractor, or any of its subcontractors, a violation of the Immigration and Naturalization Act. Contractor shall screen those working on the project site to ensure no unauthorized aliens are present at any time. If it is determined that an unauthorized alien is working on the Project, the Contractor shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
  - 57.2. **POSSESSION OF FIREARMS**. Possession of firearms will not be tolerated on CCSB property. No person who has a firearm in their vehicle may park their vehicle on CCSB property. Furthermore, no person may possess or bring a firearm on School property. If any employee/independent contractor of the Contractor, or any of its sub-contractors, is found to have brought a firearm on to CCSB property, said employee/independent contractor shall be immediately removed and terminated from the project by the Contractor. If a sub-contractor fails to terminate said employee/independent contractor, the Contractor shall terminate its agreement with the sub-contractor. If the Contractor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the CCSB may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.
  - 57.3. **CRIMINAL ACTS**. Employment on the project by the Contractor, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Contractor agrees to take all steps necessary to remove such person from the project and the property. CCSB shall have the right to terminate this Agreement if the Contractor does not comply with this provision.

57.4. **BIDDING PREFERENCE LAWS:** When tabulating responses for purchases of personal property, if the lowest response is submitted by a vendor whose principal place of business is located outside the State of Florida and the state or political subdivision thereof where the vendor's principal place of business is located provides a preference, a preference equal to that granted in the vendor's home state will be granted to the lowest responsible and responsive vendor having a principal place of business in the State of Florida

When tabulating responses for purchase of personal property, if the lowest response is submitted by a vendor whose principal place of business is located outside the State of Florida and the state or political subdivision thereof where the vendor's principal place of business is located does not provide a preference, a preference of 5% will be granted to the lowest responsible and responsive vendor having a principal place of business in the State of Florida.

Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, submit a written opinion as required by Florida Statute 287-084(2), and must submit this opinion with the submitted bid. Such opinion should permit CCSB's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084 (2). Failure to submit the written opinion with the bid shall result in bid being considered "non-responsive" and the bid rejected.

57.5. **POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES.** Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees/independent contractors or its sub-contractors' employees/independent contractors will not be tolerated on CCSB property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on CCSB property, said employee/independent contractor shall be removed and terminated from the project by the Contractor. If a sub-contractor fails to terminate said employee/independent contractor, the Contractor agreement with the sub-contractor for the project shall be terminated. If the Contractor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the CCSB may terminate this Agreement.

57.6. **CONTACT WITH STUDENTS.** No construction worker, material men, supplier, or anyone involved in any manner shall have direct or indirect contact with students at the school property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from the School District. Contractor shall be responsible for ensuring compliance by all subcontractors or other persons involved in any manner with this construction project.

57.7. **COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** The State of Florida enacted legislation in September 2005 known as The Jessica Lunsford Act. The law requires that all persons or entities entering into contracts with the Citrus County School Board who may have personnel who will be at a school facility when students are present, have direct contact with students, or have access to or control of school funds comply with the Level 2 screening requirements of the statute. The required Level 2 screening includes fingerprinting, which must be conducted by the Purchasing Department of the Citrus County School Board located at 1007 West Main Street, Inverness, Florida or other school district included in the Florida Shared School Results database. There will be a cost for each individual processed, which must be paid at the time of processing. The cost may be adjusted annually. Any individual who fails to meet the screening requirements shall not be allowed on school grounds when students are present, shall not have direct contact with students, and shall not have control over school funds. Failure to comply with the screening requirements will be considered a material default of this agreement. Approval vendors will be issued a Citrus County Approved Vendor Badge before being permitted on school grounds.

57.8. To schedule a fingerprinting appointment, contact the Purchasing Department, Ralph Tyner at 352-726-1931 ext. 2483 or email at [TynerJ@citrus.k12.fl.us](mailto:TynerJ@citrus.k12.fl.us) . Additional information and fingerprint data request forms may be obtained at the following: [http://www.citrus.k12.fl.us/departments/purchasing/jessica\\_lunsford\\_act.htm](http://www.citrus.k12.fl.us/departments/purchasing/jessica_lunsford_act.htm)

58. **CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER:** It is hereby made a part of this Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the Citrus County School Board, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as determined by the Citrus County School Board. Vendor/Contractor agrees to rent/sell/lease all goods and services to the Citrus County School Board or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Title: \_\_\_\_\_ Cellular Phone Number: \_\_\_\_\_

Emergency Telephone Number: \_\_\_\_\_ Home Telephone Number: \_\_\_\_\_

59. MISCELLANEOUS

- a. Notwithstanding any other provisions in the Invitation for Bid, or the *General Conditions, Special Conditions and Specifications* and Specifications, termination for cause shall include terminations pursuant to § 287.135, *Fla. Stat.*
- b. The District hereby notifies interested parties that the purchasing agreements and state term contracts, available under § 287.056, *Fla. Stat.*, of the Department of Management Services have been reviewed for the subject of this solicitation.

60. PUBLIC RECORDS

**PUBLIC RECORDS NOTICE**

**IF BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE DIRECTOR OF RISK MANAGEMENT, AT 352-726-1931 ext. 2270, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.**

Bidder is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by the CCSB to perform the service.
- b. Upon request from the CCSB's custodian of public records, provide the CCSB 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 the Chapter 119, Florida Statutes 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 Agreement if the Bidder does not transfer the records to the CCSB.
- d. Upon completion of the contract, transfer, at no cost, to the CCSB all public records in possession of Bidder or keep and maintain public records required by the CCSB to perform the service. If Bidder transfers all public records to the CCSB upon completion of the contract, Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Bidder keeps and maintains public records upon completion of the contract, Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CCSB, upon request of the CCSB's custodian of public records, in a format that is compatible with the information technology systems of the CCSB.
- e. The failure of the Bidder to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the CCSB.

61. **INSURANCE REQUIREMENTS:** The insurance required shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under and in conformance to the following sections:
- 61.1. Certificates of Insurance for each policy shall be transmitted to the owner. Any document not in compliance with requirements will not be approved. Coverage cannot be canceled without twenty (20) days prior Notice to Owner.
  - 61.2. The Contractor shall purchase and maintain the following minimum insurance from a company or companies properly licensed in the State of Florida and rated A-IX or better by A.M. Best Company and against which the owner will entertain no reasonable objection.
  - 61.3. **WORKERS' COMPENSATION INSURANCE:** The Contractor shall provide and maintain, during the life of this contract, adequate Workers Compensation Insurance in accordance with the laws of the State of Florida for all his employees at the site of the project, and if any part of the work is sublet the contractor shall require each of the Subcontractors to maintain such insurance for all of their employees who will be so engaged, unless the Subcontractors' employees are protected by the principal Contractor's Workers Compensation Insurance. All persons employed directly and indirectly on the project site by the Contractor and his/her Subcontractors shall be adequately protected by Workers Compensation Insurance. Coverage shall be in compliance with Chapter 440, Florida Statutes.
  - 61.4. **COMPREHENSIVE AUTOMOBILE LIABILITY:** Coverage shall apply (to ALL VEHICLES owned, rented, or used by the Contractor) for the following limits: minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for bodily Injury Liability and Property Damage Liability.
  - 61.5. **COMPREHENSIVE GENERAL LIABILITY:**
    - 61.5.1. Bodily injury, personal injury, and property damage at \$1,000,000 per occurrence and \$2,000,000 general aggregate.
    - 61.5.2. Blanket Contractual to include comprehensive general liability, products and completed operations liability, and contractual liability.
  - 61.6. **CONTINGENT LIABILITY:** The Contractor shall produce, pay for, and maintain such insurance as will protect the owner from his contingent liability for damages, for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract. Contractor shall provide Owner's and Contractor's protective liability. The limits of coverage shall be the same as the Contractor's Comprehensive General Liability. The Contractor shall furnish to the owner a letter from Contractor's insurance agent, certifying that the Contractor does carry valid Contractor's Contingent Liability Insurance.
  - 61.7. **ENVIRONMENTAL/POLLUTION LIABILITY:** Required if removal/demolition/renovations or use of hazardous liquid/materials or environmentally sensitive liquid/materials for the following limits: \$1,000,000 each incident; \$2,000,000 policy aggregate
62. Insurance certificates regarding all above coverages, as required by the Contract Documents, shall name CITRUS COUNTY SCHOOL BOARD as additional insured.
63. Contractor and Subcontractors will be responsible for insurance on their tools and equipment.

**I hereby understand and agree to the above insurance requirements:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

## SPECIAL CONDITIONS AND SPECIFICATIONS

1. **INTENT**

The intent of this bid is to establish a firm price contract for **Wireless Access Points** to be used by the Citrus County School Board.

2. **BID SUBMISSION**

All bids must be received in hand by the CCSB, Purchasing Department, 1007 W Main Street, Building 200, Inverness, FL 34450 no later than **Thursday, March 2, 2017 @ 2:30 P.M.** Offers by telegraph, facsimile machine, or telephone are not acceptable. All bids must be sealed in a package showing the Bid number, the date and time of bid opening and vendor name on the outside (label provided).

Thursday	02/02/2017	Deadline for posting RFP to website by CCSB
Thursday	02/02/2017	Form 470 submitted and certified
Tuesday	02/21/2017	Cutoff for questions from bidders
Tuesday	02/21/2017	Addendums distributed to bidders
Wednesday	03/01/2017	End of 28-day waiting for 470 if publish
<b>Thursday</b>	<b>03/02/2017</b>	<b>Bids must be received by 2:30PM EST Bids opened @ 2:30 PM by CCSB</b>
Friday	03/03/2017	Service provider selection finalized
Tuesday	03/14/2017	CCSB Board meeting – approve service provider selection
Friday	03/31/2017	Close of 471 window (per SLD)

3. **CONTRACT PERIOD**

The contract period shall be for a period of one year, beginning, July 1, 2017 during which time the successful bidder shall guarantee firm prices for item(s) awarded as specified in this bid. Anticipated Board Approval date is **Tuesday, March 14, 2017.** The Citrus County School Board reserves the right to renew this contract or any portion thereof, for two (2) additional one (1) year periods, under similar terms, conditions and specifications as the original bid upon mutual agreement in writing.

4. **METHOD OF AWARD**

Bid prices will be accepted and considered by the following method: **ALL OR NONE** to the most responsive and responsible bidder(s) in order to meet the needs and in the best interest of the District.

It is the intent of the CCSB to award to a Primary and Alternate Contractor should the Primary Contractor become unable to provide services required by the CCSB during the term of the contract.

The CCSB reserves the right to reject any or all bids or to accept any bid or part thereof, which in its judgment, will be in the best interest of the school system. The Board also reserves the right to waive any or all informalities.

5. **AWARD NOTIFICATION**

Intent To Award information and Board Approval of this Bid will be posted on VendorBid at [www.vendorbid.net/citrus](http://www.vendorbid.net/citrus). Please verify that your company's information is current and correct on our Vendor website. All information & updates will be posted to this website.

6. **DELIVERY**

The bid prices must include all delivery charges to the destination point:

Technology Resource Center  
Citrus County School District  
3741 W. Educational Path  
Lecanto, FL 34461

**DELIVERIES**

Deliveries are to be made within 60 days of receipt of order.

7. **QUANTITIES**

Quantities shown on the Price Sheet are estimates only and in no way obligate the School Board to purchase these amounts. These estimated figures are given only as a guideline for preparing your bid and in no way obligates the CCSB to purchase these amounts. The actual quantities purchased under this bid may be more or less.

8. **TECHNICAL SPECIFICATIONS**

To meet specifications as described on the Bid Price Sheet.

9. **INCURRING COSTS**

CCSB accepts no responsibility for any expense incurred in the bid preparation and presentation, such expense is to be borne exclusively by the vendor.

10. **WARRANTY**

Equipment bid shall be in accordance with the specifications here and shall be guaranteed to be free from defects in workmanship and/or materials. All items purchased under this bid must carry a minimum manufacturer's warranty of one (1) year. Warranty period will commence on the date of delivery and acceptance by the ordering school or department. The warranty includes the cost of pick-up and delivery from any school or department location within the Citrus County School District. If there is a defect in the warranty parts, including batteries, they will be exchanged by the awarded vendor for new OEM parts at no charge to the CCSB.

11. **RETURNING OF BID PACKAGE**

THE BID FORM AS RECEIVED, MUST BE RETURNED "INTACT" IN A SEALED ENVELOPE, PLAINLY MARKED ON THE OUTSIDE. NON-COMPLIANCE WITH THIS STIPULATION MAY RESULT IN YOUR BID NOT BEING CONSIDERED. PLEASE USE THE ENCLOSED LABEL WHEN SUBMITTING YOUR BID.

12. **INTERPRETATION OF BID DOCUMENT**

No interpretation of the meaning of the bid document, any correction of any apparent ambiguity, inconsistency or error thereof, will be made to any contractor orally. Every request for such interpretation or correction should be in writing, at least seven (7) business days prior to bid date, addressed to the Purchasing Representative. All such interpretations and supplemental instructions will be in the form of written addenda to the bid documents. Only the interpretation or correction so given by the Purchasing Representative, in writing, shall be binding.

It shall be the responsibility of the contractor to contact the CCSB Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal.

Please direct all inquiries concerning this Bid via VendorBid at [www.vendorbid.net/citrus](http://www.vendorbid.net/citrus) by viewing bid details and clicking on "Ask a Question."

**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**  
*(To be completed by each Bidder)*

Name of bidder: \_\_\_\_\_

Identify the state in which the bidder has its principal place of business: \_\_\_\_\_

**INSTRUCTIONS:** IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. 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 this solicitation.

**OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES**  
*(To be completed by the Attorney for an Out-of-State Bidder)*

**NOTICE:** Section 287.084(2), Fla. Stat., 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), Fla. Stat.

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**  
*(Please Select One)*

\_\_\_\_\_ The bidder'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 bidder'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 state law(s)]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**  
*(Please Select One)*

\_\_\_\_\_ The bidder'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 bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that 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 bidder's attorney: \_\_\_\_\_

Printed name of out-of-state bidder's attorney: \_\_\_\_\_

Address of out-of-state bidder's attorney: \_\_\_\_\_

Telephone Number of out-of-state bidder's attorney: ( \_\_\_\_\_ ) \_\_\_\_\_

Email address of out-of-state bidder's attorney: \_\_\_\_\_

Attorney's states of bar admission: \_\_\_\_\_

# PRICE SHEET

Item	Qty	Each	Total
Ruckus R710 Smart Wi-Fi 802.11ac Access Point or equivalent	142		

We are standardized on Ruckus wireless hardware and any equipment / substitutions specified must be compatible.

## Overview

Citrus County School Board (CCSB) is requesting quotes for equipment needed to support our wireless and wired networks.

CCSB has a full-time enrollment of approximately 16,000 public school students. CCSB is the second largest employer in Citrus County, Florida with over 2400 full and part-time employees. The CCSB has approximately 28 sites with over 8,500 computers and 11,000 tablet devices on the network. These numbers will increase over the next five years with district growth and the addition of portable devices.

Our Wireless and Wired network infrastructure is critical to the function of our organization from both an administrative and instructional perspective. On the instructional side, we are more dependent on our network than ever, with more and more cloud-based applications and thousands of Internet-connected devices in the hands of our students.

We currently monitor our existing network for % utilization and saturation on our WAN and Internet segments. Our goal is meet the bandwidth recommendations (based on size / number or users) published by the Florida Department of Education, the Broadband Imperative II published by the State Educational Technology Directors Association (SETDA), and the FCC.

<http://www.fldoe.org/core/fileparse.php/5658/urlt/0097849-device-bandwidthtechspecs.pdf>

<http://www.setda.org/wp-content/uploads/2016/09/SETDA-Broadband-ImperativeII-Full-Documnt-Sept-8-2016.pdf>

<https://www.fcc.gov/general/summary-e-rate-modernization-order>

The funding for this equipment comes from both local funds and the Federal E-Rate program.

It is imperative that adaptability and scalability be given serious attention as fluctuations and/or ability to obtain E-Rate Priority One and Priority Two funds in continuing years is pursued. The expansion and continuation of the network must provide fair and equitable access to the Internet for all public K-12 schools and their students no matter where that school is geographically located. Of paramount importance to the expansion and continuation of the network service offering is that this expansion and upgrade must be planned and executed to minimize disruption of current services for students, teachers and staff. Provided

services and equipment must meet requirements for Priority Two E-Rate eligibility and funding. This link details equipment eligibility:

[https://apps.fcc.gov/edocs\\_public/attachmatch/DA-16-1023A1.pdf](https://apps.fcc.gov/edocs_public/attachmatch/DA-16-1023A1.pdf)

The funding for this equipment comes from both local funds and the Federal E-Rate program.

### **UNIVERSAL SERVICE (E-RATE) REQUIREMENTS**

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate") as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, "Universal Service"). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund ("USF") subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

#### **USF Knowledge**

Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate").

#### **USF Registration**

Vendor shall submit with its proposal a valid Service Provider Identification Number ("SPIN") and a valid Federal Communications Commission Registration Number ("FCCRN").

#### **USF Participation**

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company ("USAC"), and any agency or organization administering the E-rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor's services and/or products.

#### **Lowest Corresponding Price**

The Lowest Corresponding Price Rule ("LCP Rule"), 47 CFR § 54.511 (b), prohibits Vendor from ever charging the District more for E-rate eligible goods or services than it charges similarly situated non-residential

customers for similar goods or services, unless it can prove that the lowest corresponding price ("LCP") is not "compensatory."

- The District is not obligated to ask for the LCP; it must receive it
- If, at the time of delivery, the LCP is lower than the agreed-upon price, Vendor must charge the LCP.
- Promotional rates that Vendor offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
- There is a rebuttable presumption that rates offered within the previous three years are still compensatory.
- Vendor may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to the District or that none of its contracts cover goods or services identical to those sought by the District.
- The FCC will permit Vendor to charge the District more than the LCP only when it can prove to the agency that the LCP is not "compensatory" -- i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to the District than it would to provide similar goods and/or services to similarly situated non- residential customers. Some factors that could affect the cost of service are volume, mileage from facility, and length of contract.

**USF Documentation**

Vendor shall provide to District staff and/or the District's E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

## **BIDDER CHECKLIST**

Before mailing bid, Bidder should check to ensure each of the following items are completed and/or enclosed.

1. Completed and signed Invitation to Bid documents.
2. Bid prices offered have been reviewed.
3. Florida Preference
4. Bid mailing envelope must be sealed and marked with the LABEL PROVIDED.

ALL COURIER DELIVERED BIDS MUST HAVE THE SAME INFORMATION ON THE OUTSIDE OF THE COURIER PACKET.

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

**SEALED BID - DO NOT OPEN**

SEALED BID NO.: 2017-18  
BID TITLE: Wireless Access Points  
DUE DATE/TIME: Thursday, March 2, 2017 @ 2:30pm  
SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

DELIVER TO: **Citrus County School Board**  
**C/O Purchasing Department**  
**BUILDING 200**  
**1007 W Main Street**  
**Inverness, FL 34450-4625**

