



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES

CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

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Broward County, Florida

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REVISED 10/15/18

9/24/18

Dear Prospective Bidders,

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP): 19-097E WAN Fiber Options**

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals in response to the attached RFP for **WAN Fiber Options**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above or via e-mail to harmoni.clealand@browardschools.com. No other School Board staff member should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See EXHIBIT A1 AND A2)

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.

- **NON-MANDATORY BIDDERS' CONFERENCE**

A Proposers' Conference will be held on 9/28/2018, beginning at **10 AM** Eastern Time (ET), in Procurement and Warehousing Services, **Bid Room # 1 - 4**, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend. The conference will review RFP processes, policies and procedures. No technical requirements, questions or details will be addressed at this conference. All questions must be submitted in writing as specified in section 2.3.

- **REQUIRED RESPONSE FORM**

Section 1, Required Response Form must be completed in full and executed by an authorized representative.

- **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.0.

- **DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 3.0. In order to have your proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**

If you are **not** submitting a proposal in response to this RFP, please complete **Attachment L**, Statement of "No Bid" and e-mail to harmoni.clealand@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Harmoni Clealand
Purchasing Agent III

REQUEST FOR PROPOSALS (RFP)

RFP 19-097E WAN Fiber Options



RFP Release Date: Monday, September 24, 2018

Non-Mandatory Proposers' Conference: * Friday, September 28, 2018

Proposers' Written Questions Due: On or Before 5:00 p.m. ET
Thursday, October 4, 2018

Answers to Questions Posted: On or Before 5:00 p.m. ET
Monday, October 15, 2018
via DemandStar & E-rate Productivity Center (EPC)

Proposals Due: * On or Before 2:00 p.m. ET
Tuesday, November 13, 2018
in Procurement & Warehousing Services Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

**These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158

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SECTION 2, INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals for eligible E-rate Leased WAN Fiber Lit, Dark and Dark IRU options (hereinafter referred to as "WAN Fiber Options").

SBBC is the public education school system serving Broward County, Florida and encompasses the greater Fort Lauderdale metropolitan area. SBBC is the nation's 6th largest school District serving more than 271,000 students in approximately 266 traditional schools sites and administrative office facilities. SBBC currently employs approximately 32,000 employees. SBBC has one of the nation's largest technology-rich networks.

SBBC Sites are currently interconnected via an E-rate eligible leased Managed Protocol Layered Switch (MPLS) Ethernet solution. The network has over 264 sites connected to its wide area network. The school system, and the networks that support its voice, video and data requirements, span the entire geographical reach of Broward County. SBBC is seeking three (3) options: WAN LIT, Dark and Dark IRU. Proposers bidding on all three (3) options must submit separate responses (qualifications and experience) for each option being bid for evaluation purposes.

- 2.2 **Non-Mandatory Proposers' Conference:** A Proposers' Conference will be held on Friday, September 28, 2018 in the Procurement & Warehousing Services Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 beginning at 10 a.m. ET.

The purpose of the Proposers' Conference is a briefing on purchasing processes, policies and procedures and not a technical briefing. All technical questions must be submitted through the Proposer Q&A process. Answers to all questions will be posted publically to DemandStar & the E-rate Productivity Center (EPC).

In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding S/M/WBE participation.

- 2.3 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to Harmoni Clealand, Procurement & Warehousing Services Department, at the address listed in Section 6.1 or via e-mail harmoni.clealand@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers via DemandStar and E-rate Productivity Center (EPC). No information given in any other matter will be binding on SBBC.

Questions must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET 10/4/2018**. Questions received after this date and time will not be answered.

- 2.4 **Contract Term:** The purpose of this RFP is to establish contract(s) at set pricing commencing on July 1, 2019, or date of award, whichever is later and conclude ten (10) years later. The term may, by mutual agreement between SBBC and the Awardee, be extended for three (3) additional five-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Service Department will request a letter of intent to renew from each Awardee, prior to the end of the contract period, if renewal is being considered. The Awardee will be notified when the recommendation has been acted upon by the School Board.
- 2.5 **Price Adjustments:** Prices offered shall not increase through the contract term. E-rate will not reimburse for price increases, therefore pricing cannot increase during the term of the contracts. The E-rate program does allow price decreases during the term of the contract upon mutual agreement of the parties. The Proposer agrees to this firm pricing condition by signing its proposal.
- 2.6 **Submittal of Proposal:** Submit proposals in accordance with Section 4.0. In order to facilitate the proposal evaluation process, special attention should be paid to organizing proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.

- 2.7 **Evaluation and Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee.

General Condition 7.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as “non-responsive”.

- 2.8 **Procurement Objective:** SBBC seeks to establish business partnerships with a company that will reliably and responsively provide goods and services needed for operation of its Wide Area Network using Digital Transmission Services as supported by E-rate, and will participate with the school District as it moves forward in adopting and adapting new and related technologies as they emerge and mature in the marketplace. Companies that respond to this RFP must fully understand that SBBC expects, during the term of the RFP award, as new business needs are identified and as technologies change, to modify the service it intends to procure from this RFP award while protecting the price levels and discounts offered herein.

SBBC understands that some of the telecommunications services sought under this RFP may be services that are subject to State and/or Federal Regulatory controls. SBBC expects that Awardees subscribe to any and all regulatory guidelines associated with any product, service, or solution SBBC procures under the terms and conditions of this contract.

SBBC shall not be bound by any terms, conditions or contracts included in any Proposer's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with, or in addition to, the terms and conditions contained in this solicitation, or any SBBC purchase order related to this solicitation or contract.

If the Proposer objects to any term or condition in the RFP, it is grounds for elimination from consideration for award of this RFP. If a Proposer is unclear as to any terms and/or conditions in this RFP, an opportunity to clarify is provided by submitting questions in writing.

Universal Service Funds: SBBC will apply for Universal Service Funds discounts. The Universal Service Fund (E-rate) discount is a discount on telecommunication services contracted for eligible K-12 schools. With approved eligibility, SBBC will only have to pay for a portion of the cost for acquiring and using these goods services. SBBC's discount is approximately 80% upon award by Schools and Libraries Division, but this amount will vary from year to year over the term of this contract. SBBC requires Awardees to be a registered service provider with Schools and Libraries Division and be an active participant in the E-rate program for the duration of the contract. Additional information on Universal Service Fund is available at (<https://www.usac.org/sl/default.aspx>).

SECTION 3, CALENDAR

- Monday, September 24, 2018 Release of RFP 19-097E
- Friday, September 28, 2018 Non-Mandatory Proposers' Conference (See Section 2.2)
- Thursday, October 4, 2018 Written questions due on or before 5:00 p.m. ET
in Procurement & Warehousing Services Department
- Monday, October 15, 2018** Answers posted on or before 5:00 p.m. ET via Addendum
to DemandStar and to the E-rate Productivity Center (EPC)
- Tuesday, November 13, 2018 *Proposals due on or before 2:00 p.m. ET
in Procurement & Warehousing Services Department.
Proposal opening will be at
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704
- Wednesday, November 28, 2018 *Evaluation Committee reviews proposals and determines which
Proposers will be asked to provide presentations.
Meeting to be held at
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704 at 9 a.m. ET
- December 3 – 7, 2018 *Vendor Presentations
- Monday, December 10, 2018 Posting of Recommendation

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Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.0 The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, 11/13/2018** at the following address in order to be considered: PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT; The School Board of Broward County, Florida; 7720 West Oakland Park Boulevard, Suite 323; Sunrise, Florida 33351-6704; **Attention: 19-097E WAN Fiber Options.**

Note: Cost of Services (hard-copy printout of Attachment G) should be submitted in a sealed envelope along with, but separate from, the remainder of proposal.

One complete, original hard-copy proposal (clearly marked as such), and **one complete, original electronic version** will constitute the original governing documents. The **electronic version (in PDF and Excel) on a Flash Drive** should be identical to the original proposal, including the **REQUIRED RESPONSE FORM** (Section 1), fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the electronic version, the **original** hard-copy proposal will be the governing document. Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the outer packaging (utilize **Attachment K**).

4.1 In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Remember to provide separate responses if bidding on more than one (1 options, taking care to not combine responses. Each group and option will be scored independently.

- 4.1.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.
- 4.1.2 **Table of Contents:** Include clear identification of the material by section and subsection number.
- 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- 4.1.4 **Required Response Form:** Section 1 of this RFP with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable

SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation. **Utilize the Additional Info tab in the Excel Spreadsheet (Attachment G) to explain if your answer is a yes, but with deviations. Clearly identify any deviations or exceptions.**

4.2 **Minimum Eligibility:** In order to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the proposal. The Proposer must also include a statement of acknowledgement for each item below.

Section	DESCRIPTION	Can your firm comply, meet and/or exceed minimum requirement? Indicate Yes or No in this column
GENERAL MINIMUM REQUIREMENTS – APPLIES TO ALL OPTIONS		
4.2.1	Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the indemnification requirements as written in Section 7.1 for this contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.2	Proposer must show evidence of possessing a SPIN or having made application for a SPIN number at the time bid is submitted. Do you have a SPIN or have you applied for a SPIN?	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.2.3	Comply with all service provider E-rate registration, guidelines and policies as outlined by the Universal Service Administrative Company.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.4	Serve all SBBC school and administrative locations listed in the Attachment G.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.5	Broadband network solution where all fiber, switching and routing equipment is one hundred percent (100%) dedicated to the SBBC WAN or equivalent . All proposed fiber, switching and routing equipment <u>must be exclusive to the SBBC WAN or equivalent</u> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.6	Provide homogeneous fiber type throughout the network topology.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.7	Must include a network diagram displaying the paths to be used to serve each ring and subring site	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.8	Work on the project will not proceed until SBBC issues a Notification to Proceed.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.9	Proposers must include a construction roadmap timeline.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.10	Any newly constructed fiber/Special Construction must meet the special construction standards included in the Technical Specification.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.11	Must terminate service or infrastructure to room specified in Site List (located in Attachment G). Solutions bringing service to the property line but not inside of the room specified in Site List are not acceptable.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.12	The Awardee must meet the following performance standards p/Hour:	
	a) Frame/packet loss .25% commitment	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b) 3 ms Network Latency Commitment	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.13	c) 4 ms Network Jitter Commitment	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Awardee will report outages monthly on circuit by circuit basis.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Monthly report will specify minutes that individual circuits did not meet latency, jitter and packet loss standards set in the service level agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.14	Awardee will issue credit according to the Service Outage Credit Schedule in Attachment M for not meeting standards set in the service level agreement for latency, jitter and packet loss (minimums specified above).	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.15	Awardee will not rate limit or throttle the capacity of SBBC's circuit at any time for any reason	<input type="checkbox"/> Yes

		<input type="checkbox"/> No
4.2.16	The upfront payment is for special construction only.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.17	A UPS Uninterruptable Power Supply must be provided for battery backup for Awardee supplied equipment at each site.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.18	The UPS must be capable to keep the equipment up for thirty (30) minutes for protection on power conditioning as well as for total power loss.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.19	The UPS unit needs to be maintained, managed and replaced upon defection of device as well as when batteries have expired.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.20	Awardee must provide Out of Band management via separate broadband or dial-in connection which is expected as a backup by the vendor to manage network equipment. SBBC will provide a phone number / land line "only" for access and the awardee must supply any necessary equipment. This access is for connectivity to the router / equipment if not reachable via primary methods and for use to verify power as well as to make configuration changes, restart equipment and to use in troubleshooting.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.21	Awardee must provide monthly managed service metrics reports on each circuit including statistics for the following:	
	a) uptime	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b) latency	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c) jitter	<input type="checkbox"/> Yes <input type="checkbox"/> No
	d) packet loss	<input type="checkbox"/> Yes <input type="checkbox"/> No
	e) bandwidth demand level	<input type="checkbox"/> Yes <input type="checkbox"/> No
	f) uptime	<input type="checkbox"/> Yes <input type="checkbox"/> No
OPTION 1 – WAN LIT FIBER MINIMUM REQUIREMENTS		
4.2.22	All non-recurring costs (other than special construction costs) are rolled into the monthly recurring cost.	<input type="checkbox"/> Yes <input type="checkbox"/> No
OPTION 2 AND 3 – WAN DARK FIBER & DARK FIBER IRU MINIMUM REQUIREMENTS		
4.2.23	For any leased dark fiber bid, provide a separate quote for the first 10 years of dark fiber maintenance and operations. Fiber maintenance, in addition to the specifications listed in Appendix O, Section 4.10 of the RFP, includes all costs of fiber replacements, repair of fiber cuts, and fiber relocation	<input type="checkbox"/> Yes <input type="checkbox"/> No

	requirements. There shall be no additional fiber repair or maintenance costs to the SBBC other than the monthly fiber maintenance fee quoted in the fiber maintenance and operations proposal.	
4.2.24	The proposed leased dark fiber or leased dark fiber IRU agreements contain terms that allow for the lease to be honored in case of acquisition and/or insolvency/bankruptcy of the lessor.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.25	Managed service and equipment must be included and provided by the Proposer.	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.4 **Evaluation Criteria** - This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation point values established in Section 5.0. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their proposal. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire proposal.

4.4.1 **Proposer’s Experience and Qualifications – (Maximum 20 allowable points):** Proposers should submit complete responses for each item below.

4.4.1.1 **Executive Summary:** Submit a brief abstract, of approximately three pages, stating the Proposer’s understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.4.1.2 **Litigation or Regulatory Action:** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s), or any of its principals, in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.4.1.3 **Organizational Profile** - Submit detailed (no more than two (2) pages) including the following details:

- a) Size of organization
- b) Number of years in business, including operation under other firm names
- c) Evidence of the extent to which the Proposer is engaged in the K-12/education market vertical with districts of similar size and scope
- d) Brief information about the individual(s) that will have a leadership role in the delivery and supervision of this engagement.
- e) Profile of account representatives, sales system engineering staff, supervisors, maintenance and support staff highlighting experience in the education vertical. Please include reference to applicable industry certifications.

4.4.1.4 **Performance and Reliability Measures** - Provide statistical information and/or substantiated descriptive narration regarding each of the following performance indicators that apply to the RFP and solution being proposed. Proposals will be awarded the highest point levels in those cases where the Proposer most clearly describes a favorable performance and reliability environment for their company’s business relations and the goods or services being proposed.

- a) Service Level Performance statistics
- b) Repeat/Renewal customers
- c) Minimal customer churn

- d) On-time delivery
- e) Mean Time Between Failures (MTBF) of equipment
- f) Applicable product or industry certifications, including manufacturing facility certification
- g) Applicable ISO certification(s)
- h) Disaster Recovery and Business Continuance Support Services
- i) Recall Occurrences
- j) Support Response Time
- k) Environmental sensitivity

4.4.1.5 **Other Value Added Benefits** - SBBC seeks to enter into a contract with a business partner that offers not only the best solution and best price, but also offers other benefits that improve efficiency and/or cut costs. To this end, Proposers are encouraged to briefly, but completely, describe any other aspect of their company profile and business delivery models that the Proposer feels would be a benefit to SBBC. Examples might include:

- a) Degree to which the Proposer provides enhanced product support and how product line and support services may provide the lowest, most effective total cost ownership for SBBC
- b) Proposer's ability to streamline product ordering and service invoicing
- c) Proposer's ability to provide design and other professional services without direct service fees-depth of corporate resources
- d) Offers that improve the skill sets of SBBC staff and enhance their professional development
- e) Advantageous proximity of distribution and support facilities
- f) Specific support for enterprise business continuity efforts
- g) Proposer's experience in assisting with E-rate program integrity assurance (PIA), audit and reimbursement filings

4.4.1.6 **Similar Experiences and References** - Provide three (3) examples verifying that the Proposer has a minimum of five (5) years of experience managing the installation of communications infrastructure in complex, multi-building large campus environments. Provide for each reference the customer name, contract name, title, telephone number, contract dates and a description of the scope of work delivered. Utilize **Attachment E** for delivery of this information.

4.4.1.7 **Partners in Engagement** - Identify any other firms, dealers, resellers, distributors, etc. that Proposer intends to utilize to fulfill the value-added service requirements (for example: installation, warranty service, helpdesk support, etc.) of this equipment.

4.4.2 **Technical and Operational Specifications – (Maximum 10 allowable points):** Refer to **Attachment M** for technical and operational specifications related to WAN Fiber Options.

4.4.3 **Cost of Services – (Maximum 30 allowable-points):** Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet called **Attachment G** on DemandStar & E-rate Productivity Center (EPC) with this RFP. Failure to complete the pricing spreadsheet will result in disqualification of the proposal. Evaluation score will be based on the ten (10) year cost of WAN Fiber Option Services. The Excel pricing sheet specifies the exact cell which will be used for calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost solution submitted for each group. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of \$10,000 and Proposer B submits a total cost of \$15,000. Therefore, Proposer A would receive **30** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **20.1** points based on the following calculation: $(\$10,000/\$15,000) = 67\% \times 35$ maximum points = 9.9 points less.

4.4.4 **Network Design – (Maximum 25 allowable points)** Evaluation will be based on the following criteria:

- 4.4.4.1 Network Design Resiliency (Maximum 6 allowable points) – under this criteria, SBBC will prioritize network designs in which service impacts from fiber cut or equipment failure at any single site has contained, affecting as few other sites as possible.
- 4.4.4.2 Bandwidth over subscription on sub-rings (Maximum 3 allowable points) – under this criteria, SBBC will prioritize network designs in which summarized bandwidth of all sites on the same sub-ring demonstrates less over subscription to shared bandwidth available on subring.
- 4.4.4.3 Bandwidth over subscription on primary-ring (Maximum 4 allowable points) – under this criteria, SBBC will prioritize network designs in which summarized bandwidth of all sites on all sub-rings connected to primary demonstrates less over subscription to shared bandwidth available on primary ring.

4.4.4.4 Network Complexity (Maximum 12 allowable points) – under this criteria, SBBC will prioritize network designs in which sites connect to each other with direct site-to-site connections and 100% SBBC dedicated network equipment such as switches and routers. Respondent may propose an equivalent alternative to the 100% dedicated network equipment standard, but this alternative must be fully explained. The oversubscription for SBBC that results from the network design, as well as sharing of connectivity that results from the network design for SBBC with entity other than SBBC must be discussed and justified in this explanation.

4.4.5 **Presentation (Maximum 5 allowable points):** After the sum of all scoring points minus presentation; Proposers with the highest points between all WAN Fiber options that are less than or equal to ten (10) points of leading proposal (highest score) will be invited to provide the Evaluation Committee with a presentation for an additional five (5) points. The presentation will be “open forum”; SBBC will submit questions to the qualified Proposer so they can include responses in their presentation.

Proposers who are invited back for more than one WAN Fiber Option, can combine presentations into one.

4.4.6 **SBE Participation (Maximum 10 allowable points):** The SBBC Supplier Diversity Outreach Program administers a Supplier Diversity Outreach Program (SDOP). SBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. SBE firms that are participating on this project must be listed on the *S/M/WBE Subcontractor Participation Schedule* located in **Attachment A** of this bid package. **SBE participation is strongly encouraged.** If the Proposer is SBE - Certified by SBBC, the Proposer should also be listed on the S/M/WBE Participation Schedule.

SBE vendors utilized for this contract must be certified by the SBBC Supplier Diversity Outreach Program at the time the bid is due. For information on SBE Certification or to view the current list of SBBC-Certified firms, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit www.browardschools.com/sdop. The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process.

Please go to the following link to view the current list of SBBC S/M/WBE-Certified firms:
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

SBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.4.4.1, 4.4.4.2, and 10 Points will be awarded based on the evaluation criteria 4.4.4.1.		Maximum Points
4.4.4.1	The Proposer shall identify each SBBC-Certified SBE firm, if any, that will be utilized by completing the Small/Minority/Women Business Enterprise (S/M/WBE) Participation Form and Statement of Intent to Perform as a S/M/WBE Subcontractor (see Attachment A). The Statement of Intent form submitted with the proposal reflects the intent of the parties, both prime and sub-consultant, to establish a business relationship. Additionally, it will detail the type of work and percentage of work that the sub-consultant will perform.	10

	<p>Indicate the extent and nature of the SBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the SBE firm(s) in connection with this proposal. Provide proof, in writing, that each proposed firm to be utilized as an SBE is certified by The School Board of Broward County, Florida. Any participation by firms not certified with SBBC at the time the bid is due will not count towards SBE goal attainment. If you will not have S/M/WBE Participation, add Proposer's name and state N/A on the form and return it with your proposal.</p>	
		0
4.4.4.2	<p>Proposer shall submit information of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, scholarship contributions targeting minority students, financial contributions and/or other corporate resources for community projects benefitting minorities.</p>	0
	TOTAL POINTS.....	10
	<p>*The Awardee will be required to submit a Small/Minority/Women Business Enterprise (S/M/WBE) Monthly Subcontractor Utilization Report (Utilization Report) (see Attachment A) to the Supplier Diversity Outreach Program Office which will track payments to SBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each SBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the SBE(s) received payment or not, until all committed remuneration has been received by the SBE(s). <u>State your willingness to comply with this requirement.</u></p>	<p>Yes____ No____</p>
	<p>Awardee must provide the Supplier Diversity Outreach Program Office a 30-day written notice for substitution of an S/M/WBE Proposer. <u>State your willingness to comply with this requirement.</u></p>	<p>Yes____ No____</p>

SECTION 5, EVALUATION OF PROPOSALS

5.1 The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements, Section 7.1 Indemnification and Technical & Operational Specification requirements specified in Attachment M according to the criteria below. Although WAN Lit, Dark and Dark IRU will be scored independently for a winner in each option, only one (1) option will be selected as the final recommendation for award, which will be determined based on highest points and lowest cost.

CATEGORY	MAXIMUM POINTS
A. Experience and Qualifications	20
B. Technical and Operational Specifications	10
C. Network Design	25
D. Cost of Services	30
E. Supplier Diversity & Outreach Program	10
F. Presentation	5
TOTAL	100

The SBBC shall award a maximum of ten (10) points for SBE Participation as listed in the *10-Point Table for SBE Participation* below. At the time the proposal is submitted, the Proposer shall identify all SBE firms, if any, which will be utilized by using the Small Business Enterprise (SBE) Subcontractor Participation Schedule and Statement of Intent to Perform as a S/M/WBE Subcontractor. The Statement of Intent form submitted with the proposal reflects the intent of the parties, both prime and sub-consultant, to establish a business relationship as well as the type of work and percentage of work the sub-consultant will perform.

10-Point Table for S/M/WBE Participation	
Percentage	10 Points

Note: Evaluation points for "Category D" shall be provided by the Supplier Diversity & Outreach Program Office.

5.2 **Evaluation Process:** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Evaluation Committee Member's points (for sections evaluated by a committee).

Step 1: Minimum Eligibility: Each proposal will be evaluated by SBBC's Purchasing Department to determine if the proposal meets the minimum eligibility requirements as listed for the RFP in Section 4.2. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 2: S/M/WBE Evaluation: Representatives of SBBC's Supplier Diversity and Outreach program will assign point values for the S/M/WBE information supplied in RFP in accordance with section 4.4.6 and the information requested and described further in Attachment A. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 3: Cost Evaluation: SBBC's Procurement & Warehousing Services Department will assign point values to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.4.3. The individual responsible this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 4: Design & Engineering Evaluation: This portion will be evaluated by a committee of Networking Engineers, as evaluation of this section requires specific expertise. The experts will assign point values to the network design

submitted by each Proposer in accordance with section 4.4.5. The individuals responsible for this portion of the evaluation will not be voting members of the RFP Evaluation Committee.

Step 5: RFP Evaluation Committee: This step evaluates the strengths of the companies that have responded to the RFP and technical functionality proposed. The RFP Evaluation Committee will score the proposals on the basis of Proposer Experience & Qualifications in accordance with section 4.4.1 and Technical and Operational functionality Attachments M of this RFP. Finally, qualifying Proposers will be invited to the present to the RFP Evaluation Committee as described herein.

The scores earned by each Proposer will be averaged (for sections scored by committee) and combined. Option one (1), two (2) and three (3) will each have a single vendor recommended for award at the conclusion of the vendor presentations based on the highest point score and lowest price.

- 5.3 The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one responsive proposal is received, the Committee will proceed without scoring the one responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."
- 5.4 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). The negotiation process is not intended to allow Proposers to alter their proposal and/or the related certified agreement submitted with the proposal to its terms and conditions. In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.
- 5.5 **Award:** SBBC intends to approve only the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP and approval will be based on the tabulation recommendation. After the conclusion of negotiations, the recommended award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. An Agreement (in the form of the Sample Agreement attached hereto as Attachment J) shall be prepared for execution by the Awardee and The School Board, upon approval by the School Board. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

The final proposal for award recommendation will be selected from amongst the highest scoring Proposer for each option. Lowest cost will be the deciding factor between the three options. For example, using the Sample Score Summary in section 5.6 below, if the highest scoring proposal for option one (1) cost \$10, the highest scoring proposal for option two (2) cost \$20 and the highest scoring proposal for option 3 cost \$5, the final proposal selected would be: Vendor 4, Option 3.

5.6 Sample Score Summary:

Example Vendor	Option 1 WAN Lit	Option 2 WAN Dark	Option 3 WAN Dark IRU
Vendor 1	68	72	78
Vendor 2	79	No Bid	67
Vendor 3	50	62	62
Vendor 4	No Bid	67	79

Color Key:

Recommended for Award =

SECTION 6, SPECIAL CONDITIONS

- 6.1 **JOINT VENTURES:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM**, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.
- 6.3 **INSURANCE REQUIREMENTS – MINIMUM INSURANCE REQUIREMENTS**
- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS:** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- 6.3.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:
- _____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.
- 6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 6.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
- New vendors will receive an email notification requesting account verification and insurance agent information.
 - Existing vendors will receive an email notification of current status.
- 6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
- 6.3.7.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 6.3.7.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

6.3.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement

6.4 **AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:**

6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.

6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.

6.5 **FLORIDA BIDDER'S PREFERENCE:** General Condition 7.2.4 applies to the WAN Fiber Option that includes IRU. ALL IRU Proposers must execute and submit **Attachment D**, Legal Opinion of Bidder's Preference Form to be considered for the IRU option. Proposers from outside the State of Florida must submit a completed and signed legal opinion as specified by Florida Statute 287.084(2). Florida Proposers are not required to have an Attorney render an opinion but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with proposal, shall result in IRU options of the proposal being considered "non-responsive" and IRU option rejected..

6.6 **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify AWARDEE promptly in writing of any threatened or pending judicial action brought against SBBC alleging **SBBC's** improper or unlawful use of any of the Services or AWARDEE Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). AWARDEE shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement

of such action. AWARDEE's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with AWARDEE in the defense of such Infringement Claims.

6.7 ACCEPTANCE AND REJECTION OF PROPOSALS:

- 6.7.1 **Acceptance:** SBBC reserves the right to waive irregularities or technicalities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 6.7.2 **Rejection:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 6.7.2.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
- 6.7.2.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1- Required Response Form).
- 6.7.2.3 Proof of collusion among Proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
- 6.7.2.4 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 6.7.2.5 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 6.7.2.6 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC. SBBC reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements.

6.8 SBBC CONSTRUCTION REQUIREMENTS:

- 6.8.1 Awardee shall comply with SBBC Policy 7001 including obtaining permits from SBBC's Building Department. Awardee must follow all SBBC Building Department processes, guidelines and requirements. Additional information may be found at: <https://webappe.browardschools.com/buildingdepartment/>
- 6.8.2 Pursuant to the Florida State Requirement for Educational Facilities (SREF) and SBBC policy 7003.1, only pre-qualified contractors are authorized to perform construction work on SBBC sites, locations or property. Proposers can become pre-qualified by following the process located at: <http://schoolboardofbrowardcounty.supplier.ariba.com/register>
- 6.8.3 Awardee shall comply with SREF, Florida Building Codes and SBBC building codes. For more information about SBBC building design standards, please use the link below: <http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html>
- 6.8.4 Awardee is responsible for re-inspection fee (assessed by SBBC) should any inspection fail.
- 6.9 **BOND:** All new fiber construction may require a bond in the amount of ten percent (10%) of the proposed new construction costs and will be retained if Awardee does not adhere to negotiated construction timeline.

SECTION 7, GENERAL CONDITIONS

- 7.1 **LIABILITY: This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".**
- 7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- 7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
- 7.2 **SEALED PROPOSAL REQUIREMENTS:** The "Required Response Form" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.
- 7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.
- It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.
- 7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. **NO FAXED OR EMAILED PROPOSALS SHALL BE ACCEPTED. The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**
- 7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (in blue ink) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.
- 7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT.** The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. **See Minimum Eligibility Requirements of the RFP.**
- 7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due.** Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.** The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)
- 7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
- 7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.
- a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.
- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.
- ~~7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished with in thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.~~
- ~~Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704. Section 7.6 does not apply.~~

- 7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT. Shipping points offered other than F.O.B. Destination shall be rejected.** Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.
- 7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.
- 7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- 7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.
- 7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
- 7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/ or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.
- 7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).
- 7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements) The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- 7.17 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.*
- 7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- a) Any Agreement resulting from the award of this RFP; then
 - b) Addenda released for this RFP, with the latest Addendum taking precedence; then
 - c) The RFP; then
 - d) Awardee's proposal.
- 7.18.1 **DISPUTES:** In the event any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.
- 7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
- 7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**

- 7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
- 7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacture quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.
- 7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
- 7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
- 7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.
- 7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
- 7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal,
- 7.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
- 7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
- 7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. [S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal.](#) **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.**
- 7.39 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. **SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/secle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew**

Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

- 7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

- 7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. Fax filing will not be acceptable for the filing of bonds.

- 7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee 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 shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)
- 7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
- 7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- Cancellation and default of contract;
 - For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
 - All departments being advised not to do business with vendor.
- 7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 - Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
- 7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination. Further, SBBC reserves the right to terminate at any individual site or group of sites at any time business operations require circuit disconnection without adverse effect on the remainder of the Agreement.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. (CONTINUED)...

- 7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
- 7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a 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 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 7.53 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.54 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
- 7.55 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.56 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
 - A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
 - Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will

7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

- 7.57 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise vendor;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**. This form will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 4 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.

7.58 **AUDITING SERVICES POLICY 3100:** If the RFP is for auditing services and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years; the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.

7.59 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.

7.60 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

be recorded on The School Board of Broward County's website, www.browardschools.com.

- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

7.61 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:

Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

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

7.62 PUBLIC INSPECTION OF PROPOSALS: Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

SECTION 8, FORMS AND ATTACHMENTS

Please fill out all attachments below. Some attachments must be notarized.

ATTACHMENT A, S/M/WBE

The following forms are due (if applicable) at the time of Bid submittal:

1. S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

Document Link: [Click Here](#)

(http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/SMWBEMonthlySubcontractorUtilizationReport%20082017_Final.pdf)
 Document Preview:

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00485 Attachment _____						
S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT								
SECTION I - GENERAL INFORMATION								
Project Name:		Contract Number and Work Order Number (if applicable):						
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal: _____						
Prime Contractor Name:		Contract Completion Date: _____						
Prime Contractor Street Address:		Project Manager (PM) Name: _____						
Prime Contractor Phone #:	Prime Contractor Email Address: _____	PM Phone #: _____						
		PM Email Address: _____						
SECTION II - UTILIZATION INFORMATION								
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.								
ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED BY SBBC (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$

2. SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION FORM SCHEDULE

Document Link: [Click Here](#) (http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/ParticipationSchedule_082017_Final.pdf)

Document Preview:

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00475 Attachment _____				
SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE						
DATE: <input style="width: 100px;" type="text"/>						
SOLICITATION INFORMATION						
Contract #:		Project Start Date: _____				
Project Name: _____						
Project Location: _____						
Bidder/Proposer: _____						
Address: _____						
Contact Person: _____	Email Address: _____	Phone #: _____				
ORGANIZATION STATUS						
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/Proposer					%	\$
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$

3. STATEMENT OF INTENT TO PERFORM AS A S/M/WBE SUBCONTRACTOR

Document Link: [Click Here](#) (http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/00470%20StatementofIntent_082017_Final.pdf)

Document Preview:

Document Number 00470
Attachment _____



**STATEMENT OF INTENT TO PERFORM
AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #: _____

CONTRACT #: _____

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT			
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: <input type="checkbox"/> Yes <input type="checkbox"/> No			
_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):			
<input type="checkbox"/> Individual		<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.			
DESCRIPTION OF WORK & VALUE			
Please provide the details and value of the work to be performed:			
Item No.	Type of Work	Agreed Upon Price	% of Work

4. S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

Document Link: [Click Here](http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/GoodFaithEffortForm_101119_v5.pdf) http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/GoodFaithEffortForm_101119_v5.pdf

Document Preview:



**S/M/WBE PARTICIPATION
GOOD FAITH EFFORT FORM**

DATE: _____

CONTACT INFORMATION			
Solicitation Title:		_____	
Solicitation #:		_____	
Prime Contractor:		_____	
Contact Person:		_____	
Phone #:	_____	Email:	_____

GOOD FAITH EFFORT DOCUMENTATION
The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of seventy (70) or more points in order to pass , indicating that good faith efforts were

- SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: <http://www.broward.k12.fl.us/sbbcpolicies>
- SDOP website with list of Certified S/M/WBE Vendors: <http://www.broward.k12.fl.us/supply/sdop/index.html>

FOR INFORMATION ON S/M/WBE CERTIFIED VENDORS, PLEASE CONTACT THE SUPPLIER DIVERSITY OUTREACH PROGRAM OFFICE (754) 321-0550, OR ONLINE AT <http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

ATTACHMENT B, CONFLICT OF INTEREST

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICT EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

MUST BE COMPLETED BY ALL BIDDERS

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Vendor Name

Name of Official

Business Address

City, State, Zip Code

ATTACHMENT C, DEBARMENT

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

MUST BE COMPLETED BY ALL BIDDERS

VENDOR NAME:

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(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 shall attach an explanation to this proposal.

WAN Fiber Options

19-097E

RFP TITLE

RFP NUMBER

Name(s) of Authorized Representative

Title(s) of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT C, DEBARMENT INSTRUCTIONS

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 shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary 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.

ATTACHMENT D, BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL WAN DARK IRU BIDDERS

Section 1 must be completed by the Attorney for an Out-of-State Bidder

Section 2 must be completed and signed by Florida Bidder

NOTICE: The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. 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, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, Section 7 and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

SECTION 1

LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES

(Must 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)]:

The undersigned attorney submits the foregoing opinions with the intention that they be relied upon by The School Board of Broward County, Florida in the letting of public contracts

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address out-of-state Bidder's attorney: _____

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

SECTION 2

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY

ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS

(Must Select One)

_____ The Bidder's principal place of business is in the political subdivision of Broward County, Florida.

_____ 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 division.

_____ 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)]: _____



ATTACHMENT E, REFERENCES

OPTION 1 - WAN LIT FIBER

VENDOR NAME:

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein.

Reference 1 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Date of Service: _____ Contact's Email: _____
Size of firm (number of employees): _____
Number of sites supported: _____
Scope of work: _____

Reference 2 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Date of Service: _____ Contact's Email: _____
Size of firm (number of employees): _____
Number of sites supported: _____
Scope of work: _____

Reference 3 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Date of Service: _____ Contact's Email: _____
Size of firm (number of employees): _____
Number of sites supported: _____
Scope of work: _____



ATTACHMENT E, REFERENCES

OPTION 2 - WAN DARK FIBER

VENDOR NAME:

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein.

Reference 1 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Date of Service: _____ Contact's Email: _____
Size of firm (number of employees): _____
Number of sites supported: _____
Scope of work: _____

Reference 2 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Date of Service: _____ Contact's Email: _____
Size of firm (number of employees): _____
Number of sites supported: _____
Scope of work: _____

Reference 3 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Date of Service: _____ Contact's Email: _____
Size of firm (number of employees): _____
Number of sites supported: _____
Scope of work: _____



ATTACHMENT E, REFERENCES

OPTION 3 - WAN DARK FIBER IRU

VENDOR NAME:

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein.

Reference 1 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Date of Service: _____ Contact's Email: _____
Size of firm (number of employees): _____
Number of sites supported: _____
Scope of work: _____

Reference 2 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Date of Service: _____ Contact's Email: _____
Size of firm (number of employees): _____
Number of sites supported: _____
Scope of work: _____

Reference 3 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Date of Service: _____ Contact's Email: _____
Size of firm (number of employees): _____
Number of sites supported: _____
Scope of work: _____

ATTACHMENT F, PARTNERS IN ENGAGEMENT

OPTION 1 - WAN LIT FIBER

VENDOR NAME:

See section 4.4.1.7 for additional information. Utilize the space below to identify other firms to be partnered with below.

Partner 1 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Type of Business: _____ Contact's Email: _____
Partner's
Contribution: _____

Partner 2 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Type of Business: _____ Contact's Email: _____
Partner's
Contribution: _____

Partner 3 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Contact's Title: _____
Type of Business: _____ Contact's Email: _____
Partner's
Contribution: _____



ATTACHMENT F, PARTNERS IN ENGAGEMENT

OPTION 2 - WAN DARK FIBER

VENDOR NAME:

See section 4.4.1.7 for additional information. Utilize the space below to identify other firms to be partnered with below.

Partner 1 –

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Contact's Title:	_____
Type of Business:	_____	Contact's Email:	_____
Partner's Contribution:	_____		

Partner 2 –

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Contact's Title:	_____
Type of Business:	_____	Contact's Email:	_____
Partner's Contribution:	_____		

Partner 3 –

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Contact's Title:	_____
Type of Business:	_____	Contact's Email:	_____
Partner's Contribution:	_____		



ATTACHMENT F, PARTNERS IN ENGAGEMENT

OPTION 3 - WAN DARK FIBER IRU

VENDOR NAME:

See section 4.4.1.7 for additional information. Utilize the space below to identify other firms to be partnered with below.

Partner 1 –

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Contact's Title:	_____
Type of Business:	_____	Contact's Email:	_____
Partner's Contribution:	_____		

Partner 2 –

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Contact's Title:	_____
Type of Business:	_____	Contact's Email:	_____
Partner's Contribution:	_____		

Partner 3 –

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Contact's Title:	_____
Type of Business:	_____	Contact's Email:	_____
Partner's Contribution:	_____		



ATTACHMENT G, PRICING

PROPOSAL PRICING SHEET

FORM IS TO BE FILLED OUT ELECTRONICALLY, NO HANDWRITTEN PRICING SUMMARY SHEETS WILL BE ACCEPTED.

SPREADSHEET: Vendor **must** fill out the attached Pricing Summary Excel document electronically. No handwritten summary sheets will be accepted. Complete the Excel file and submit in .xls type format with your bid proposal response on the flash drive.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. Below are lists of the tabs:

SEE ATTACHED EXCEL (XLS.) PRICING SUMMARY SHEETS AS FOLLOWS:

- 1) Company Representative – Must be completed by Proposer
- 2) Option 1 LIT Pricing – Must be completed by Proposer
- 3) Option 2 DARK Pricing – Must be completed by Proposer
- 4) Option 3 DARK IRU Pricing – Must be completed by Proposer
- 5) Additional INFO – To be updated by Proposer, if needed
- 6) Cost Summary
- 7) SBBC Sites

NOTE: Excel documents have multiple tabs. Carefully review all tabs to be sure all information is submitted with your proposal.

ATTACHMENT H, DRUG FREE WORK PLACE

DRUG FREE WORK PLACE

VENDOR NAME:

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

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

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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. Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will 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. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Sworn to and subscribed before me this _____ day of _____, 20____. _____
(Signature)

Personally known _____ or

Produced Identification _____ Notary Public State of

_____ My commission expires: _____

(Type of Identification)

(Printed, typed, or stamped commissioned name of notary public)

ATTACHMENT I, WORKERS' COMPENSATION

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

_____ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers' Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this ____ day of _____, _____

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT J, SAMPLE AGREEMENT

SBBC SAMPLE AGREEMENT – [CLICK HERE](#)

You may also copy the link below and insert it into your browser window

Sample Agreement Link:

[https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/PWS Sample Agreement 201712.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/PWS_Sample_Agreement_201712.pdf)

ATTACHMENT K, LABEL

MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



TO:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: **Harmoni Clealand**
BID: **19-097E (WAN Fiber Options RFP)**

VENDOR NAME:

ATTACHMENT L, NO BID RESPONSE FORM

STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No Response" Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

RFP Number: 19-097E

Title: WAN Fiber Options

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ E-mail: _____

√	Reasons for "No Response":
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____

ATTACHMENT M, WAN SPECIFICATIONS

TECHNICAL AND OPERATIONAL SPECIFICATIONS FOR WAN FIBER OPTIONS

NOTE: Each page of this attachment contains a requirement for the Proposer to initial the page and acknowledge understanding of and compliance with requirements. Failure to do so is grounds for disqualification.

Proposers can also download all documents within the E-rate Productivity Center (EPC) as outlined by the Universal Service Administration Company (USAC) / EPC web portal located at: <https://portal.usac.org/suite>

This Technical and Operational Specifications document accompanies an RFP document. The Technical and Operational Specifications describes the following:

- The options for service
- The service level expectations for each type of service (uptime, jitter, latency, packet loss, response time)
- A reference network design that Proposers can use as a guide for their proposal. Proposers must provide their own designs. In accordance with E-rate guidelines, if an award is made as a result of this RFP, SBBC will choose the design that best meets the guidelines outlined in the RFP, with price/cost of service being the highest rated factor.
- A managed service option that bundles needed equipment and technical support that must be bid with the leased dark fiber option.

1. MINIMUM REQUIREMENTS

- 1.1 Comply with all service provider E-rate registration, guidelines and policies as outlined by the Universal Service Administrative Company (USAC).
- 1.2 Serve all Broward County School and administrative locations listed in the Technical and Operational Specifications (and sites list in Attachment G).
- 1.3 SBBC is requesting broadband network solutions where all fiber, switching and routing equipment is 100% dedicated **or equivalent** to the SBBC WAN. Any proposed fiber, switching and routing equipment must be exclusive to the SBBC WAN.
- 1.4 For leased dark fiber or leased lit fiber proposals, provide homogeneous fiber type throughout the network topology.
- 1.5 For any newly constructed fiber/Special Construction, meet the special construction standards included in the Technical and Operational Specifications.
- 1.6 For any leased dark fiber bid, provide a separate quote for the first ten (10) years of dark fiber maintenance and operations.
- 1.7 The Awardee must have network engineering support 24 hours per day, 365 days per year accessible to Broward Schools Information & Technology or contracted Network Operations Center (NOC) staff. Comply with a maintenance window that allows firmware, software and hardware upgrades and changes only during a 12a.m. to 6a.m. maintenance window on weekdays (Monday through Friday) and a 6p.m. to 6a.m. maintenance window on weekends (Saturday or Sunday). All normal upgrades and maintenance window activity must be approved in advance by SBBC. All emergency and upgrade activity must be coordinated through the outage notification process.
- 1.8 Any proposed leased dark fiber agreement (including IRU agreements) must contain terms that allow for the lease to be honored in case of acquisition and/or insolvency/bankruptcy of the lessor.
- 1.9 Awardee must provide a construction roadmap timeline.

- 1.10 Must terminate service or infrastructure to room specified in Site List. Solutions bringing service to the property line, but not inside of the room specified in the Site List are not acceptable.
 - 1.11 For each response (Lit or Dark Fiber), Proposers must include a network diagram displaying the paths to be used to serve each ring and subring site.
 - 1.12 Proposers must acknowledge that work on the project will not proceed until SBBC issues a Notification to Proceed.
 - 1.13 Lit fiber proposal that includes an upfront payment can only be for Special Construction costs. The only upfront payments SBBC will consider are for Special Construction of new fiber. If new fiber construction is not necessary, the only payment SBBC will consider is a monthly recurring cost. In other words, all non-recurring costs other than Special Construction costs must be rolled into the monthly recurring cost proposal. The Special Construction and monthly recurring costs must be entered into the SBBC pricing sheet accordingly.
 - 1.14 Awardee must provide Out of Band management via separate broadband or Dial in connection which is expected as a backup by the vendor to manage network equipment. SBBC will provide a phone number / land line "only" for access and the Awardee must supply any necessary equipment. This access is for connectivity to the router / equipment if not reachable via primary methods and for the use to verify power as well as to make configuration changes, restart equipment and to use in troubleshooting.
 - 1.15 Uninterruptable Power Supply (UPS) must be provided for battery backup for Awardee supplied equipment at each site. The UPS must be capable to keep the equipment up for thirty (30) minutes for protection on power conditioning as well as for total power loss. This unit needs to be maintained, managed and replaced upon defection of device as well as when batteries have expired.
 - 1.16 The Awardee must also meet the following performance standard p/Hour:
 - 1.16.1 Frame/packet loss .25% commitment
 - 1.16.2 3 ms Network Latency Commitment
 - 1.16.3 4 ms Network Jitter Commitment
 - 1.17 SBBC is requesting broadband network solutions where all fiber, switching and routing equipment is 100% dedicated or equivalent to the SBBC WAN. Any proposed fiber, switching and routing equipment must be exclusive to the SBBC WAN.
 - 1.18 Proposers for Dark Fiber must include managed services and equipment.
 - 1.19 Awardee must provide monthly metrics on each circuit. These monthly reports must display uptime, latency, jitter, packet loss and bandwidth demand level statistics for each circuit. Additionally, reports must be provided to SBBC on monthly outages on circuit by circuit basis.
- 2. TIMELINE & NARRATIVE:** (See RFP for bid timeline.) SBBC WAN will involve all sites listed in the Pricing Sheet (Attachment G). These schools house 271,105 students in what is the sixth (6th) largest school district in the United States. All Proposers must propose to serve all sites, regardless of the WAN Fiber Option(s) being included in their proposal. Proposals not serving all sites will be disqualified.
- SBBC's Wide Area Network Services are currently provided via leased lit fiber via a contract that expires on June 30, 2019. This TECHNICAL AND OPERATIONAL SPECIFICATIONS and RFP seek service for all District locations to form a District-wide WAN. In accordance with E-rate guidelines, SBBC is bidding leased lit fiber, leased dark fiber and leased dark fiber IRU comparative options to provide point to point transport bandwidth to these site
- 3. SITE AND SERVICE INITIATION DATE:** SBBC is seeking a resilient network design which can maximize the impact of equipment or fiber service interruptions.

SBBC currently possesses a data center and hub location and its Technology Services and Support Center (TSSC) located at 7720 West Oakland Park Boulevard, Sunrise FL 33351, but will also add one (1) more hub site internet traffic load balancing in the future. This hub site address is still to be determined.

The new service date to begin is July 1, 2019. If Awardee cannot meet the July 1, 2019 start date for all sites, the Awardee shall provide a schedule of the anticipated start date for each site. SBBC will not switch services during scheduled instruction days. Winter Holiday Break, Spring Break, Summer Break and other holidays are optimal time for switchover of circuits. Please see the school calendar for exact dates at:

<https://www.browardschools.com/Page/2#calendar51101/20180824/month>

SBBC understands that installation for fiber construction as well as service delivery or lighting of dark fiber will be a significant undertaking for any Proposer. SBBC is bidding the project in this time to reasonably allow for a July 1, 2019 start date. SBBC will work with the vendor and with the E-rate administrator, the Universal Service Administrative Company (USAC), and the Awardee on timing of transitions from current service to the newly bid service. The timing for request for E-rate reimbursement will display an awareness of E-rate guidelines regarding duplicative service.

SBBC also understands that Broward County is a fiber rich area with many fiber owners. In light of the Federal Communications Commission's guidance to minimize overbuild of existing fiber in urban regions, SBBC is seeking only leased lit fiber and leased dark fiber solutions that minimize one-time special constructions costs, but also:

- 3.1 Maximize bandwidth scalability – allowing for 10G, 25G, 40G and possibly 100G connections between sites as demand increases.
- 3.2 Maximize bandwidth uptime in the WAN - the WAN is comprised of relatively short point to point connections. SBBC feels it is reasonable to seek 99.99% or better uptime in these connections.
- 3.3 Minimizes latency, jitter and packet loss
- 3.4 Proposers must use a homogenous fiber type through the WAN.

4 SERVICE SPECIFICATIONS: SBBC is seeking three (3) WAN Fiber options. Proposers may respond with proposals to one or all.

- 4.1 **WAN Lit Fiber (OPTION 1):** The first option is a fully managed, leased lit fiber service from the hub to the specified eligible SBBC sites. The Awardee would own and manage the equipment. The routes between SBBC sites must be direct point-to-point connections. SBBC is requesting broadband network solutions where all fiber, switching and routing equipment is 100% dedicated **or equivalent** to the SBBC WAN. Any proposed fiber, switching and routing equipment must be exclusive to the SBBC WAN.

One-time new construction/Special Constructions must be priced separately from the vendor's proposed monthly recurring cost for the fully managed leased lit service.

For this option, SBBC is seeking quotes for a ten (10) year term with optional three (3) five-year renewals for each term or other renewal terms as negotiated.

- 4.2 **WAN Dark Fiber (OPTION 2):** The second options is for a month to month leased dark fiber solution that includes special construction, the leased dark fiber fee, fiber maintenance and operations. One-time Special Construction costs must be priced separately from the monthly recurring lease fee.

The leased dark fiber routes between SBBC requested sites of service must be direct point-to-point connections.

Fiber maintenance and operations monthly fees must be bundled into the monthly leased dark fiber fee. One-time new construction / Special Construction can be priced separately from the Proposer's monthly recurring cost.

For this options, SBBC is seeking quotes for a ten (10) year term with options for up to three (3) five-year renewals for each term or other renewal terms as negotiated. SBBC is seeking quotes for four (4) strand or six (6) strand of dark fiber strands per location.

For the leased dark fiber option, maintenance and operations monthly fees must be priced separately from the monthly leased dark fiber fee. If a Proposer that does not own the fiber, the Proposer must display evidence that the fiber owner has approved the Proposer providing dark fiber strands and maintenance services to SBBC. One-time new construction or Special Construction must be priced separately from the Proposer's monthly recurring cost.

OPTION 2 must include managed services. Managed Services must be bundled with equipment and included on the Excel pricing sheet (Attachment G) as a separate item. Only dark fiber proposals that include a managed service and equipment will be considered. The Proposer would own the equipment needed by SBBC to place the leased dark fiber into service. The Proposer to this option needs to quote a monthly recurring cost for providing the Category 1 Managed Service that includes providing the equipment. A 120-month quote is requested.

SBBC and the Awardee must agree to an equipment refresh schedule as part of the Agreement. In addition, SBBC desires to have the option for the Proposer to transition ownership of the equipment at the 60-month managed service term. At that point, if SBBC wants to pursue this option, the Awardee shall provide a quote to transition of ownership of the equipment from the Awardee to SBBC. The price quote shall be less expensive of five percent (5%) of the original manufacturer's suggested retail price or the current value of the equipment in the used equipment market (as determined by a web-survey of select used equipment sites).

- 4.3 **WAN Dark Fiber IRU (OPTION 3):** The third option is for month to month leased dark fiber solution that includes Special Construction, the leased dark fiber fee, fiber maintenance and operations. One-time upfront balloon payment and Special Construction costs must be priced separately from the monthly recurring lease fee.

The leased dark fiber routes between SBBC requested sites of service shall be direct point-to-point connections.

For this option, fiber maintenance and operations monthly fee should be bundled into the monthly leased dark fiber fee. One-time new construction or Special Construction and upfront balloon payment can be priced separately from the Proposer's monthly recurring cost.

5 Standard Refresh: The Proposer, as part of their quote, must include a standard refresh in the range:

- 5.1 Five (5) to seven (7) years for primary ring and sub-ring site broadband service termination equipment
- 5.2 Proposer must agree to refresh equipment within ninety (90) days if average CPU utilization on equipment will periodically go over seventy-five percent (75%) for a period over twenty (20) minutes, or other critical equipment performance problem occur before scheduled refresh.
- 5.3 The Proposer must also provide installation, test, initial provisioning, technical support and maintenance for the equipment.
- 5.4 Managed service includes:
 - 5.4.1 Ordering, receipt and storage of needed equipment
 - 5.4.2 Installation and test of needed equipment
- 5.5 Technical support and technical changes:
 - 5.5.1 A lead contact for the SBBC network for every shift of 24/7/365 coverage. Lead contacts must be in place for at least six (6) month terms.
 - 5.5.2 An unlimited amount of network routing; bandwidth provisioning, VLAN provisioning and other technical changes as required by SBBC, included in the monthly managed service fee.

- 5.5.3 An unlimited amount of equipment location moves included in the monthly managed service fee.
- 5.5.4 All equipment configurations must be provided to SBBC on regular, semi-annual basis for review and audit. Sensitive configuration components such as user names, passwords SNMP information can be scrubbed.
- 5.5.5 Provision of network monitoring and technical support services that meet the following service level specifications and outage credit specifications as listed in the Service Outage Credit Schedule.
- 5.6 Network Availability: Awardee shall make all reasonable efforts to ensure 99.99% network availability on each circuit of the SBBC Fully Managed Services Network. Proposers should include the methodology for measuring and reporting unscheduled outages for this circuit.
- 5.7 Service credits: In the event any of SBBC's Lit to Dark Fiber Service(s) experience a service outage, SBBC shall be entitled to the applicable credits listed on the Service Outage Credit Schedule.
- 5.8 Special Construction: In E-rate terminology, "Special Construction" refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. SBBC may seek funding for Special Construction charges in connection with leased lit fiber and leased dark fiber. Special Construction charges eligible for Category One support consist of the three components:
 - 5.8.1 Construction of network facilities;
 - 5.8.2 Design and engineering; and
 - 5.8.3 Project management.

NOTE: The term "Special Construction" does not include network equipment necessary to light fiber, nor the services necessary to maintain the fiber. Charges for network equipment and fiber maintenance are eligible for Category One support as separate services, but not as Special Construction.

All options can include Special Construction or one-time E-rate eligible non-recurring costs as well as E-rate eligible recurring costs.

SBBC has selected the installment payment option on the FCC Form 470 and reserves the option of utilizing four (4) annual installment payment for any Special Construction charges.

All pricing tabs of the SBBC pricing sheet (Attachment G) contains details regarding Special Construction costs that Proposers shall provide the SBBC as part of their TECHNICAL AND OPERATIONAL SPECIFICATIONS response.

- 5.9 Cost Allocation Important Notes: Cost allocation of excess strands for leased lit fiber and leased dark fiber (including IRU option)
 - 5.9.1 For Leased Lit Fiber or Leased Dark Fiber: To the extent that the Awardee for lit fiber service and/or dark fiber lease requests Special Construction reimbursements and installs additional strands of fiber for future business ventures, the Awardee assumes full responsibility to ensure those costs are allocated out of the Special Construction charges to SBBC in accordance with USAC guidance. If, after issuance of the FCDL, USAC determines that the Awardee did not allocate those charges associated with the additional strands, SBBC will not be responsible to reimburse Awardee and the Awardee will assume all responsibilities for costs deemed ineligible by USAC.

Cost allocation would likely involve the Proposer demonstrating the total construction cost for the newly built segments. From these total costs, the service provider would then remove from the Special Construction charges billed to SBBC, the incremental share of costs related to the excess strands.

The table below illustrates possible incremental costs the service provider could experience from placing excess strands for their own use into a leased lit fiber or leased dark fiber solution proposed for the SBBC:

Table 1 – Possible Incremental Costs

Item	12 Strand Cable Construction	48 Strand Cable Construction	Cost Allocation Amount that Service provider Should Remove from the Special Construction Request
Fiber Cable	.38 cents per foot	\$1.04 per foot	.66 cents per foot
Design and Engineering	\$2.12 per foot	\$2.42 per foot	30 cents per foot to depict additional splices at A and Z locations
Project Management	\$1.18 per foot	\$1.18 per foot	0
Splice labor	\$11.00 per splice	\$11.00 per splice	\$11 per splice over 12 splices at any splice site
Splice enclosures	\$205 per enclosure	\$205 per enclosure	\$205 per enclosure for every enclosure over 12
Fiber Patch Panel	\$71.43 per panel	\$218.60 per panel	\$147.17 per panel
Conduit	1.25" conduit required \$1.95 per foot	1.5" conduit required \$2.35 per foot	.40 cents per foot
Handhole (40,000 lb rated)	\$2,695 per unit	\$2,695 per unit	No cost difference for handhold
Handholes	Place every 1000'	Place every 1000'	No cost difference
Fiber Marker	\$30 per unit	\$30 per unit	No cost difference per marker
Markers	Place every 500'	Place every 500'	No cost difference
Fiber Installation Labor	25 cents per foot	28 cents per foot	3 cents per foot
Structured Materials Installation (conduit, markers, handholes)	\$2.85 per foot	\$3.10 per foot	25 cents per foot

- 5.10 Specifications for TECHNICAL AND OPERATIONAL SPECIFICATIONS response Options. These specifications related to the each solution options are as follows:
- 5.10.1 Leased Lit Fiber Service: SBBC must have dedicated **or equivalent** Lit Transport over fiber (Leased Lit Fiber). Bandwidth throughput (upload and download) of 10G, 25G, 40G and possibly 100G for the facilities. The SBBC pricing sheet (Attachment G) serves as the pricing sheet for this opportunity and guides the Proposer to the bandwidth quotes needed for each facility.
- 5.11 Fully managed service price proposal: The "Fully Managed Service Pricing Sheet" (Attachment G) worksheet includes pricing for symmetrical service from the hub to each location at 10G, 25G, 40G and possibly 100G bandwidths. Price quotes are requested for 120 months of service and should include provision for at least three (3) 5-year renewals. Prices must be all inclusive. "All inclusive" as used in this request for proposals includes all Special Construction or non-recurring costs required by the Proposer to commence service and all monthly recurring costs including all taxes, universal service (if charged), installation charges and other fees must be included in the requisite columns of the pricing sheet (Attachment G). No pricing increases will be allowed during the term.
- 5.12 Additional Description: Lit service response must also include description of proposal, SLA, timeline, network diagram, demarcation, references, and connection America Fund status as described in later sections.
- 5.13 Service Level Agreement: This applies to Lit Fiber and managed service for leased Dark Fiber including IRU option. Network Availability: Awardee shall make all reasonable efforts to ensure 99.99% network availability on each circuit

of the SBBC Fully Managed Services Network. Proposers should include the methodology for measuring and reporting unscheduled outages for each circuit. The Awardee must also meet the following performance standards p/Hour:

- 5.13.1 Frame/packet loss one-quarter of one percent (.25%) commitment
- 5.13.2 3 ms Network Latency Commitment
- 5.13.3 4 ms Network Jitter Commitment
- 5.13.4 Awardee will not rate limit or throttle the capacity of SBBC’s circuit at any time for any reason
- 5.13.5 SBBC is requesting broadband network solutions where all fiber, switching and routing equipment is 100% dedicated **or equivalent** to the SBBC WAN. Any proposed fiber, switching and routing equipment must **be exclusive** to the SBBC WAN.
- 5.13.6 SBBC should have the stated capability to review and amend quality of service, latency, packet loss and jitter standards for the term of the agreement.

5.14 Service Credits (Applies to all WAN Fiber Options per circuit): Service credits shall be awarded according to the Service Outage Credit Schedule table below and credited on the next invoice.

- 5.14.1 Managed Services Proposers must agree to provide monthly metrics on each circuit. These monthly reports should display uptime, latency, jitter, packet loss and bandwidth demand level statistics for each circuit. Proposer also agrees to report outages monthly on a circuit by circuit basis.
- 5.14.2 For subring and point to point circuit outage credits will be limited to the specific circuit; for a primary ring or aggregation hub circuit; service credits will also include all downstream circuits impacted by the outage.

Table 2 – Service Outage Credit Schedule Per Incident

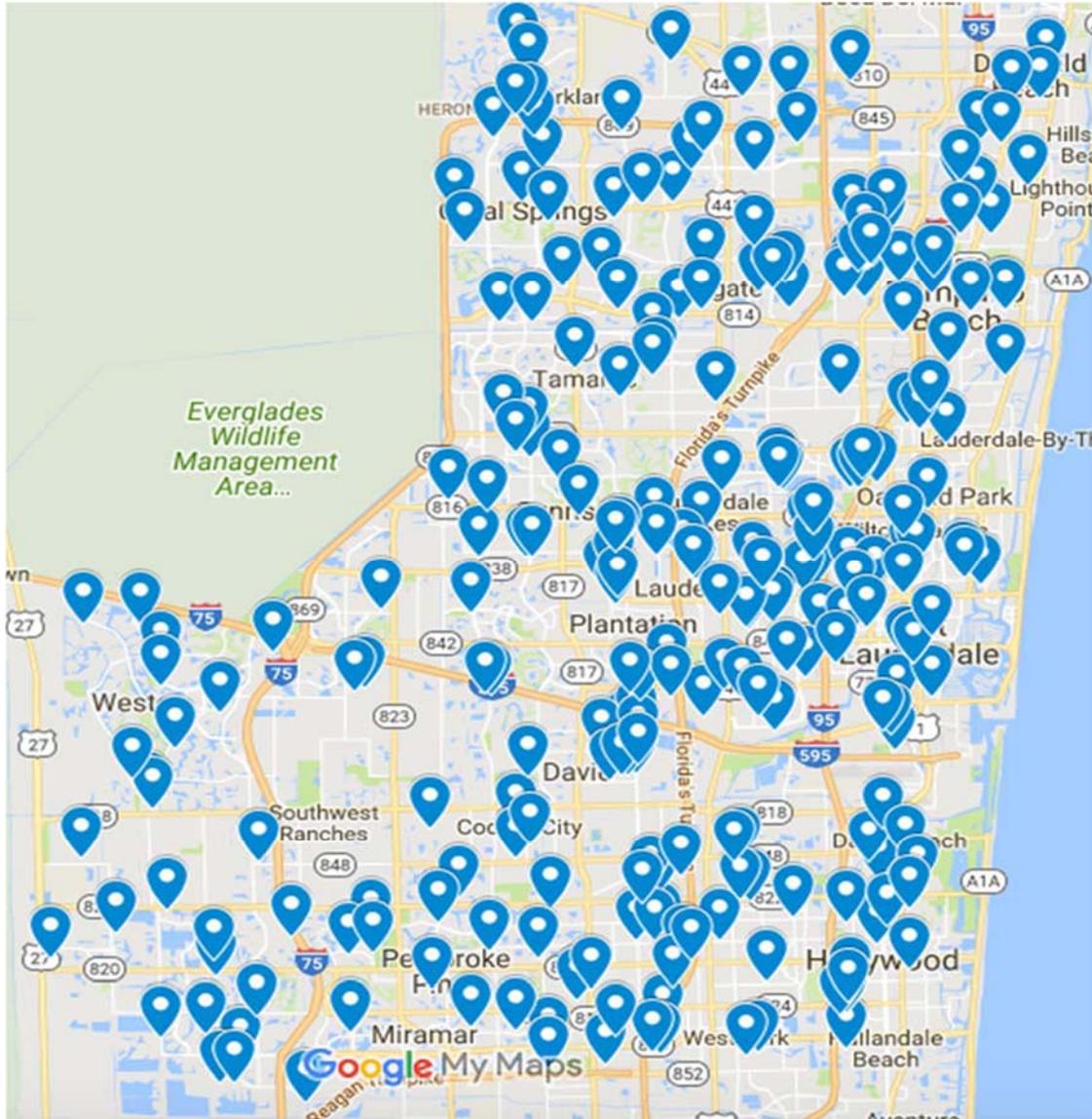
Length of Service Performance Impact or Outage (Hourly) Based on Performance standard p/Hour	Credit is the following percentage of Monthly Recurring Cost
Less than four (4) Hours	No Credit
Four (4) hours to eight (8) hours	10%
Greater than eight (8) hours and less than twenty-four (24) hours	20%
Greater than twenty-four (24) hours and less than forty (40) hours	30%
Greater than forty (40) hours	50%

- 5.15 Proposer leased dark fiber proposals are limited to a standard month to month lease. If the Proposer bids the standard lease option, survivability of the lease if the Proposer is acquired or becomes insolvent must be included in the lease agreement.
- 5.16 Additional Description: Each leased dark fiber response must also include description of proposal, description of maintenance, SLA, timeline, network diagram, demarcations and references.
- 5.17 In standard lease agreements, leased dark fiber maintenance and operations price can be “bundled” with the standard monthly recurring leased dark fiber price in a standard lease agreement, or as a stand-alone TECHNICAL AND OPERATIONAL SPECIFICATIONS responses and must be described as such. Pricing for the dark fiber maintenance and operations portion of the price must separate from the lease costs of the fiber.
- 5.18 Prices for standard leases and separately priced dark fiber maintenance and operations, must be all inclusive. “All inclusive” as used in this RFP includes all Special Construction or non-recurring costs (NRC) required by the Proposer to commence service and all monthly recurring costs (MRC) including taxes, universal service (if charged), installation charges and other fees should be included in the requisite columns of the pricing sheets (Attachment G).

- 5.18.1 General Terms for newly constructed leased lit fiber or leased dark fiber. The following are general terms that apply to all new fiber builds that are included in the Proposer's proposal. Proposer may offer maintenance and operations services and network equipment purchase (if applicable), installation and operations either themselves or through third-party sub-Proposers. In the case that Proposers use external third-party service providers or Proposers to deliver some or part of the solution, these should be clearly indicated in the response.
- 5.19 Fiber Specification: All dark solutions must comprise of single mode fiber end to end.
- 5.20 Maintenance: SBBC requires on-going maintenance of all fiber on all leased dark fiber options. Maintenance responses are required as follows:
- 5.20.1 All leased dark fiber responses require maintenance as part of the response, even if maintenance is subcontracted out to a third-party. In the case of the third-party maintenance, the Proposer must hold and manage the subcontract and is ultimately responsible for the SLA. For a leased dark fiber solution, it is assumed that the fiber network is part of a more comprehensive fiber infrastructure of the service provider. The Proposer will include only the portion of maintenance that is required to support the SBBC fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients.
- 5.20.2 If a Proposer chooses to bid maintenance directly and is not the fiber owner, the Proposer must include in the bid evidence of authorization to perform maintenance of the fiber on behalf of SBBC.
- 5.20.3 As part of the maintenance contract for leased dark fiber, the fiber owner must claim responsibility for repairs in the event of a catastrophic cut or relocate.
- 5.20.4 As part of the maintenance contract for leased dark fiber, describe the process for relocations, including assumption of costs.
- 5.21 Awardee shall maintain the applicable fiber seven (7) days per week, twenty-four (24) hours per day. Upon notification from SBBC of malfunction relating to the applicable fiber, Awardee shall respond to such malfunction within two (2) hours and proceed to correct the malfunction with reasonable diligence.
- 5.22 With pricing maintenance, the Proposer should include an overview of fiber maintenance practices including:
- 5.22.1 Routine maintenance and inspection;
- 5.22.2 Scheduled maintenance windows and scheduling practices for planned outages;
- 5.22.3 Marker and handhole inspection and repair;
- 5.22.4 Handling of unscheduled outages and customer problem reports;
- 5.22.5 What service level agreement is included, and what alternative service levels may be available at additional cost;
- 5.22.6 Agreements in place with applicable utilities and utility Proposers for emergency restoration;
- 5.22.7 All costs for repair of fiber breaks and cuts no matter the scope of the repair;
- 5.22.8 All costs for fiber replacement no matter the scope of the replacement;
- 5.22.9 All costs for fiber relocation no matter the scope of the relocation;
- 5.22.10 Post repair/replacement/relocation testing;
- 5.22.11 Mean time to repair;
- 5.22.12 Replacement of damaged fiber;
- 5.22.13 Replacement of fiber which no longer meets specifications;
- 5.22.14 Policies for customer notification regarding maintenance;
- 5.22.15 Process for changing procedures, including customer notification practices;
- 5.22.16 Process for moving adds and changes; and
- 5.22.17 All costs related to and the process for responding to locate requests.

5.23 Survivability: All proposals for either leased dark fiber or leased dark fiber IRU **must** contain terms in the lease contract that state that the lease survives any change in ownership of the Awardee or any bankruptcy or insolvency of the Awardee. This survivability is essential to the long-term use of the fiber by SBBC.

6 **AREA MAP**: This map outlines locations for SBBC facilities. The source map is located here:
https://www.google.com/maps/d/edit?mid=1DweZDMwFj1XUaFHmqXmfJxgd_EjFKl4p&ll=26.17935970288695%2C-80.29762342089845&z=11



7 **NETWORK REFERENCE DESIGNS & DESIGN GUIDELINES**. SBBC is providing two (2) reference designs for Proposers. These reference designs should be viewed as options for topology of the network. Proposers should use these as guidelines, however, the Proposers must propose a design in its RFP response which it feels best meets the service and performance specifications outlined in the RFP and TECHNICAL AND OPERATIONAL SPECIFICATIONS. In accordance with E-rate guidelines, SBBC will choose, if an award is made, the proposal that best meets the guidelines outlined in the RFP. Proposer should follow these guidelines in designing its proposed network topology:

- 7.1 The reference design is meant to provide guidance but SBBC will consider all service provider submitted designs and choose the design that best meets the guidelines outlined in the RFP.
- 7.2 Fiber test will insure that fiber strands can support 10/40/100G transport technology, as well as maximum attenuation for fiber runs between locations is below 0.4dB/km.

- 7.3 SBBC is bidding a minimum of four (4) strands per location. Fiber must be provided for each interconnection to cover inbound and outbound traffic requirements.
- 7.4 SBBC prioritizes resiliency in network design. Service impact to every SBBC site should not be impacted by a single or in most cases, multiple fiber cuts.
- 7.5 A design concept acceptable to meeting SBBC is primary rings and sub-rings. The primary purpose of having multiple primary rings is to size down one large network to more scalable segments from bandwidth and network segmentation stand points. So, amount of primary rings as well as amount of sites which belong to primary ring may be different from this reference design as long as environmental conditions at the sites is taken into consideration. Sites listed on reference design considered acceptable from environmental conditions stand point.
- 7.6 On primary and sub-rings, bandwidth requirements will be expansive due to student populations at individual schools; aggregation of individual school needs on to the sub-ring; and aggregation of sub-ring needs on the primary rings. With this in mind, 10G, 25G, 40G and potentially even 100G equipment will likely be part of the network topology. Proposals for equipment should display the demonstrated track record of proposed solutions, particularly those solutions that are just emerging on the market, like 100G equipment. Because uptime, resiliency, low latency, low packet loss, low jitter are our priority, SBBC must balance leading-edge solutions with those solutions that have been used in live, production settings the longest. Proposers should ensure that the rigorous SLA standards are met and should portray their experience with the proposed solution.
- 7.7 In the reference design, with multiple rings, each primary ring has sites with "core" and "1st priority" roles. These roles, for the purpose of the reference design, should not be assigned to the same site. Core role identify the site which is primary point of internet connectivity for the ring. 1st priority role identify the site which will become a point of internet connectivity during core site failure event.
- 7.8 If primary rings match this reference design than interconnection between primary sites can be assumed as listed on referenced design. For all alternative designs, because peak bandwidth is often reached during assessment and increasingly normal curriculum delivery days, bandwidth for all sites on primary rings and attached sub-rings should not be oversubscribed by more than thirty percent (30%) of ring shared bandwidth. Exceptions from this rule must be approved by SBBC.
- 7.9 Interconnection between primary ring sites which potentially may hurdle other primary ring traffic during core sites handling internet perimeter traffic should have higher bandwidth than interconnection between primary rings sites which only responsibility to carry one primary ring traffic during core site failure events.
- 7.10 Amount of sub-rings, as well as amount of sites on sub-ring is at Provider's discretion and should be based on bandwidth requirements at technology utilized.
- 7.11 No bandwidth over subscription due to peak load demand on sub-rings. Over subscription below ten percent (10%) from summarized bandwidth of all sites on same sub-ring to sub-ring shared bandwidth is acceptable if such approach leads to more optimal physical design, equipment placement, price changes or dictated by geographical limitations.
- 7.12 Some sample sub-ring designs are presented on diagram. All design questions including other sub-ring designs should be asked via the questions process defined above and if acceptable, SBBC will respond with an Addendum.
- 7.13 Equipment design should include UPS systems backup systems and the UPS capability at sub-ring and primary ring site should be specified in the design.
- 7.14 At the sites SBBC has either Aruba 5400R z12 switch or HP 5400 z12 switch as LAN switch. For LAN side interconnection from Broadband Service Termination equipment, Awardee should provide 10G Directly Attached Cables (DAC) supported by these switches. At the sites which have Aruba 5400 z12 as core switch 40G ports may also be an option for LAN side communication, but it needs to be negotiated with SBBC in advance.

8 EQUIPMENT GUIDELINES. Reference Design 1 is Single Primary Ring Reference Design and Reference Design 2 is Multiple Primary Ring Network Design. Both Reference Design documents are included with the RFP package.

- 8.1 One or more devices for broadband services can be positioned on same sites if site is terminating multiple connections and port requirements dictating such approach.
- 8.2 Equipment for broadband services should have non-blocking ports only.
- 8.3 Equipment for broadband services suggested for 10Gbps long range technology should support transmitters with center wavelength 1471, 1491, 1511, 1531, 1551, 1571, 1591 and 1611 nautical mile (NM).
- 8.4 To address bandwidth growth for period over three (3) years, all 10G based sub-rings which have summarized site bandwidth requirements above 8Gbps should utilize transmitters with center wavelength 1471 NM instead of standard long range single mode transceivers. This is needed to give SBBC ability to elastically scale up bandwidth over 10G with minimum investments into passive multiplexer and additional transmitters with center wavelength other than 1471 NM.
- 8.5 Equipment for broadband services shall support VRF and VXLAN network segmentation techniques in order to support SBBC upcoming initiatives.
- 8.6 Equipment should support dynamic routing protocols which currently utilized on SBBC network, such as Border Gateway Protocol (BGP), OSPF, EIGRP and IS-IS. Protocols must support up to 2200 network segments.
- 8.7 Equipment for broadband services must support QoS.
- 8.8 SBBC will abide by the results of the FCC's April 17, 2018 release Notice of Proposed Rulemaking which focuses on limiting or banning the expenditure of Universal Service Funds for equipment or services "from companies that pose a national security threat to United States communications networks or the communications supply chain.

9 TECHNICAL SERVICE SPECIFICATIONS. This section also applies to a managed service for leased dark fiber. Proposers for leased lit fiber and/or leased dark fiber should include the following technical support standards:

- 9.1 Network Operations Center: Solution will provide customer support functions including problem tracking, resolution and escalation support management and a 24x7x365 basis (twenty-four hours per day, seven days per week and every day during the year). SBBC can call concerning any problems that may arise relative to its connection with Awardees. Services.
- 9.2 Trouble Reporting and Response: Upon interruption, degradation or loss of service, SBBC will contact Awardee by defined method with a response based on trouble level. Upon contact from SBBC, the Awardee's support team will initiate an immediate response to resolve any issue. SBBC will receive rapid feedback on trouble resolution, including potential resolution time.
- 9.3 Escalation: In the event that service has not been restored in a timely manner, or SBBC does not feel that adequate attention has been allocated, SBBC can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
- 9.4 Resolution: SBBC will be notified immediately once the problem is resolved and will be asked for written closure of the incident.
- 9.5 Trouble Reporting, Escalation and Resolution: A detailed trouble reporting, escalation and resolution plan will be provided to SBBC.
- 9.6 Measurement: Awardee will respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time SBBC contacts the Awardee and identifies the problem. Credits for outages of service will be credited to SBBC per the Credits and Outages Schedule.

- 9.7 Reports: Upon request, an incident report will be made available to SBBC within five (5) business days of resolution of the trouble.
- 9.8 Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.
- 9.9 Historical uptime: Provide aggregate uptime statistics with your proposal.

10 RIGHT TO ISSUE ADDENDA AND REJECT PROPOSALS.

- 10.1 TECHNICAL AND OPERATIONAL SPECIFICATION modification timeline. SBBC has the right to issue an addendum to this TECHNICAL AND OPERATIONAL SPECIFICATIONS. SBBC shall also have the right to adjust the TECHNICAL AND OPERATIONAL SPECIFICATIONS timeline and/or communicate with potential Proposers with the understanding that this may be a cardinal change in E-rate terms and therefore, if applicable, the minimum twenty-eight (28) day TECHNICAL AND OPERATIONAL SPECIFICATIONS window will be restarted.
 - 10.1.1 If it becomes necessary to revise any part of this TECHNICAL AND OPERATIONAL SPECIFICATIONS, SBBC will issue an addendum to this TECHNICAL AND OPERATIONAL SPECIFICATIONS and shall post the addendum on the E-rate Productivity Center (EPC).
- 10.2 Right to Reject Proposals. SBBC has the right to reject any and all proposals in its sole discretion. Any proposal that is deemed non-responsive, or does not meet the TECHNICAL AND OPERATIONAL SPECIFICATIONS requirement is subject to rejection. Grounds for rejection or disqualification of a proposal may include, but are not limited to the following:
 - 10.2.1 Failure to provide quote, proposal for specified products or services.
 - 10.2.2 Failure to provide appropriate delivery requirements.
 - 10.2.3 Failure to design and quote a solution that includes ALL SBBC sites served by this TECHNICAL AND OPERATIONAL SPECIFICATIONS.
 - 10.2.4 Failure to adhere to general TECHNICAL AND OPERATIONAL SPECIFICATIONS conditions, specifications, instructions or any other part of this TECHNICAL AND OPERATIONAL SPECIFICATIONS.
 - 10.2.5 Submission of TECHNICAL AND OPERATIONAL SPECIFICATIONS prices higher than state contract prices (all things being equal). If the Proposer is a state contract Awardee for identical products and services specified.
 - 10.2.6 Failure to gain the approval of the proposed contract by the School Board.
- 10.3 SBBC reserves the right to accept or reject any proposal, at its sole discretion, and may accept a proposal that contains one or more deviations from the performance requirements or other terms of the TECHNICAL AND OPERATIONAL SPECIFICATIONS, informalities or defects, if it is in substantial compliance with the terms and intent of the TECHNICAL AND OPERATIONAL SPECIFICATIONS. However, any deviation also may be grounds to reject any proposal. Any changes proposed by the Proposer to the terms and conditions contained in this TECHNICAL AND OPERATIONAL SPECIFICATIONS, or any other deviation from the TECHNICAL AND OPERATIONAL SPECIFICATIONS, is grounds for disqualification of proposal.
- 10.4 New Fiber Build or Special Construction Specifications: All construction that the Awardee is required to perform includes:
 - Project Management:
 - 10.4.1 Provide all project management to accomplish the installation of all project work as outlined in the Statement of Work.
 - 10.4.2 Provide engineer(s), certified on selected fiber system specifications and procedures, to manage all phases of project as outlined in this proposal. This includes ordering and managing the bill of materials as outlined

below, directing and managing cable placement and restoration, directing and managing splicing crews and providing detailed documentation at the end of the project.

- 10.4.3 Develop a project management plan, which will include a milestone chart. The milestone chart will outline any critical path events and then track these with the appropriate agency or organization (Awardee, its sub-contractor(s), or SBBC).

Material Management:

- 10.4.4 Provide all material management to ensure that the project remains on track according to the project milestones.

- 10.4.5 Develop in coordination with SBBC and the SBBC's plant material suppliers, a material management plan.

Property Restoration:

- 10.4.6 Restore all cable routes which are plowed or bored to as near to original condition as possible.

Install Overhead and Underground Fiber Optic Cable:

- 10.4.7 Bores will be a minimum of three feet (3') deep with non-corrosive metal conduit under intersections and PVC or plastic conduit in all other areas.

- 10.4.8 Aerial installs will be on existing poles where possible Awardee will apply for pole use permits and pay annual pole attachment fees directly to the pole owner, separate from this agreement.

- 10.4.9 For buried installs, Awardee will procure and install SBBC approved hand-holes and place marker / locator posts.

- 10.4.10 SBBC will provide entry/exit holes into buildings where they exist. Awardee shall include in the one-time construction fee costs, entry/exit holes/conduit construction where entry/exit holes do not exist.

- 10.4.11 SBBC will provide specific details of cable placement using aerial photography and CAD drawings to the Awardee.

Install and Splice Hardware at Head Ends and in the Field:

- 10.4.12 Install optical hardware and splice field cable to equipment tail at head ends and splice tail to pre-stubbed hardware with Suppressed Carrier (SC) pigtailed.

- 10.4.13 Prep closures, cables, fibers and splicing fibers at all field locations.

- 10.4.14 Fiber to fiber fusion splicing of optical fibers at each point including head ends.

- 10.4.15 Individual splicing loss will be ≤ 0.10 dB for single-mode unless after three (3) attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer's splice loss estimator.

Final Testing:

- 10.4.16 In addition to splice loss testing, Awardee will perform end-to-end insertion loss testing of single-mode fibers at 1310 NM and 1550 NM from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.

- 10.4.17 Inspect each terminated single-mode fiber span for continuity and anomalies with an OTDR at 1550 NM from one direction in accordance with OTDR operating manual.

Documentation – Provide final documentation consisting of:

- 10.4.18 Route "As-Built" Maps/Diagrams

10.4.19 End-to-End Insertion Loss Data

10.4.20 OTDR Traces

10.4.21 Individual Splice Loss Data

Compliance with TECHNICAL AND OPERATIONAL SPECIFICATIONS:

10.4.22 All splicing shall be by the fusion method.

10.4.23 All splicing enclosures and Handholes shall be of a type to be determined by SBBC.

10.4.24 All Handholes shall be Florida DOT approved, 45,000 lb. load rated CDR or comparable enclosures.

10.4.25 All road and driveway bores shall be at a depth of thirty-six inches (36").

10.4.26 All buried splice locations will be marked with a locator post and a copper ground wire shall be attached to the splice closure or cable sheath.

10.4.27 Buried marker posts shall be placed every fifteen hundred feet (1,500').

10.4.28 A warning tape shall be placed twelve inches (12") above the buried cable.

10.4.29 All highway shoulders, school yards and ditch lines will be compacted and restored to satisfactory condition.

10.4.30 All Florida DOT encroachment permits, railroad encroachment permits and national Park Service permits and all other permits shall be submitted by Awardee in accordance with the permitting agency requirements.

10.4.31 Awardee shall be responsible for the payment of any permitting fees.

10.4.32 Awardee shall furnish an as-build drawing to SBBC.

10.4.33 Awardee shall perform an end-to-end continuity and loss test on each spliced fiber segment and provide SBBC with the db loss of each fiber segment.

10.4.34 Awardee shall be responsible for submitting the appropriate ULOCO locate requests.

10.4.35 SBBC shall grant Awardee right of way permission for SBBC properties to perform the work required by the contract.

10.4.36 All cables to buildings shall be fusion spliced within a minimum of fifty feet (50") of entering a building at a location to be determined by SBBC with an existing single mode fiber and terminated at SBBC rack.

10.4.37 A minimum of one hundred (100') coil of cable shall be left in each hand Hole or Building for splicing use.

10.4.38 SBBC shall provide the Awardee with secured space to store materials and equipment, if needed.

Right-of-Way Acquisition and Permitting:

10.4.39 Awardee is responsible to ensure that all cable routers have approved access and rights-of-way for all proposed cable installations.

10.4.40 Awardee is responsible for pulling all required construction permits.

Route Maps:

10.4.41 Awardee is responsible for providing maps, drawings or aerial photographs of the route of installed cables and other hardware.

Termination and Splicing Locations:

- 10.4.42 Awardee will, in conjunction with SBBC, designate and decide on all termination locations, whether in-building, outside plant or in SBBC premises, including all hand-hole or manhole locations.
- 10.4.43 SBBC will in conjunction with Awardee designate or decide on all field splice locations, in-building splice locations (if applicable), or other splice locations necessary to connect the network.

Cable and Hardware Approval:

- 10.4.44 SBBC will approve all cable and hardware prior to ordering or installation.
- 10.4.45 SBBC will approve all hand-hole or building entrance hardware prior to ordering or installation.

Material Delivery, Receipt and Storage:

- 10.4.46 Awardee will provide warehouse or yard space to accommodate all materials that it will provide to perform its work. Awardee will inspect, receive and issue any materials to provide accountability. This will reduce the overall cost to SBBC with no added cost being placed into the proposal to cover the receipt and storage.

Final Inspection:

- 10.4.47 SBBC will designate a person(s) to perform a walk-through or inspection to witness all final testing or construction completeness required for substantial completion and any punchlist work. SBBC's representative will document performance to confirm SBBC's acceptance of any results. This person(s) will represent SBBC during any and all acceptance testing. This does not relieve the Awardee from providing any documentation or warranties required by the contract.

Communications:

- 10.4.48 SBBC is responsible for all communications with residents or other interested third-parties concerning the proposed construction. Notification of any person(s) affected by this construction is the responsibility of SBBC. Awardee will work directly with any person(s) designated to handle project communications to facilitate awareness and reduce turmoil in SBBC. Awardee will provide consultation to SBBC to assist in the development of a communications plan, as needed.

References, Standards and Codes:

- 10.4.49 Specifications in this document are not meant to supersede state law or industry standards. Awardee shall note in their response where their proposal does not follow the requested specification to comply with state law or industry standard. The following standards are based upon the Customer-Owned outside Plant Design Manual (CO-OSP) produced by BICSI, the Telecommunications Distribution Methods manual (TDMM) also produced by BICSI.
- 10.4.50 ANSI/TIA/EIA and ISO/IEC standards and NEC codes, among others.
- 10.4.51 It is required that the Awardee be thoroughly familiar with the content and intent of these references, standards, codes and be capable of applying the content and intent of these references, standards and codes to all outside plant communications system designs executed on the behalf of SBBC.
- 10.4.52 Listed in the table below are references, standards and codes applicable to outside plant communications systems design. If questions arise as to which reference, standard or code should apply in a given situation, the more stringent shall prevail. As each of these documents are modified over time, the latest edition and addenda to each of these documents is considered.

Table 3 — References, Standards, and Codes

Standard/Reference	Name/Description
BICSI CO-OSP	BICSI Customer-Owned Outside Plant Design Manual
BICSI TDMM	BICSI Telecommunications Distribution Methods Manual
BICSI TCIM	BICSI Telecommunications Cabling Installation Manual

	Customer-Owned Outside Plant Telecommunications Cabling Standard
TIA/EIA – 568	Commercial Building Telecommunications Cabling Standard
TIA/EIA – 569	Commercial Building Standard for Telecommunication Pathways and Spaces
TIA/EIA – 606	The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
TIA/EIA – 607	Commercial Building Grounding and Bonding Requirements for Telecommunications
TIA/EIA - 455	Fiber Optic Test Standards
TIA/EIA - 526	Optical Fiber Systems Test Procedures
IEEE 802.3 (series)	Local Area Network Ethernet Standard, including the IEEE 802.3z Gigabit Ethernet Standard
NEC	National Electric Code, NFPA
NESC	National Electrical Safety Code, IEEE
OSHA Codes	Occupational Safety and Health Administration, Code of Federal Regulations (CFR) Parts 1910 - General Industry, and 1926 - Construction Industry, et al.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

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10/8/2018

ADDENDUM NO. 1

RFP 19-097E

BID NAME WAN Fiber Options

TO ALL PROPOSERS:

This Addendum amends the above-referenced RFP in the following particulars only:

1. Attached are the responses to the questions received and below are the resulting updates to the RFP.

Delete: Section 4.2.5 on page 9

Insert: Section 4.2.5 on page 9 (Revised)

Delete: Section 4.4.1 on page 11

Insert: Section 4.4.1 on page 11 (Revised)

Delete: Sections 4.4.3 & 4.4.4 on page 12

Insert: Section 4.4.3 & 4.4.4 on page 12 (Revised)

Delete: Sections 4.4.4.3 & 4.4.4.4 on page 13

Insert: Section 4.4.4.3 & 4.4.4.4 on page 13 (Revised)

Delete: Section 5.1 on page 15

Insert: Section 5.1 on page 15 (Revised)

Delete: Section 1.3 on page 45

Insert: Section 1.3 on page 45 (Revised)

Delete: Section 1.17 on page 46

Insert: Section 1.17 on page 46 (Revised)

Delete: Section 4.1 on page 47

Insert: Section 4.1 on page 47 (Revised)

Delete: Section 5.10.1 on page 50

Insert: Section 5.10.1 on page 50 (Revised)

Delete: Section 5.13.5 on page 51

Insert: Section 5.13.5 on page 51 (Revised)

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of RFP 19-097E Bidder certifies acceptance of this Addendum.

If you have already submitted your proposal, no further action is needed, nor does your proposal need to be resubmitted.

If you have already submitted your proposal and want to change it as a result of the changes above or questions below, clearly indicate on the resubmitted proposal that it replaces the previously submitted proposal and remember that all proposals must be received before the deadline.

Sincerely,

Harmoni Clealand
Purchasing Agent III



➤ **QUESTION #1:**

In accordance with Section 2.3 of School Board of Broward County RFP 19-097E, Questions and Interpretations, [vendor] is submitting a question pertaining to the following clauses of said RFP:

- Section 4.2.5 on page 9 of 60, which says, "Broadband network solution where all fiber, switching and routing equipment is one hundred percent (100%) dedicated to the SBBC WAN. All proposed fiber, switching and routing equipment must be exclusive to the SBBC WAN."
- Section 5.10.1 on page 50 of 60, which says, "Leased Lit Fiber Service: SBBC must have dedicated Lit Transport over fiber (Leased Lit Fiber). Bandwidth throughput (upload and download) of 10G, 25G, 40G and possibly 100G for the facilities."
- The following sections in Attachment M, Minimum Requirements: 1.3 on page 45 of 60, 1.17 on page 46 of 60, 5.13.5 on page 51 of 60, "SBBC is requesting broadband network solutions where all fiber, switching and routing equipment is 100% dedicated to the SBBC WAN. Any proposed fiber, switching and routing equipment must be exclusive to the SBBC WAN."
- Section 4.1 on page 47 of 60, "The routes between SBBC sites must be direct point-to-point connections. SBBC is requesting broadband network solutions where all fiber, switching and routing equipment is 100% dedicated to the SBBC WAN. Any proposed fiber, switching and routing equipment must be exclusive to the SBBC WAN."

If these items are viewed by SBBC as mandatory requirements, we believe the majority of telecommunications providers and carriers would be prohibited from competing for this business. Sharing common infrastructure is common and standard practice in the provisioning and delivering of telecommunications services such as those E-Rate eligible services requested in this RFP. Additionally, these requirements do not provide for the kind of technology neutral approach required by Universal Service Administrative Company (USAC) to consider the cost-effectiveness of different technologies in an E-Rate eligible procurement and would unnecessarily and unreasonably limit the ability of companies with lit-fiber to respond. The stringent approach taken in the above requirements will significantly limit competition.

We believe that all of SBBC's goals could be met if the above features are characterized as being optional but preferred and if bidders are given the opportunity to demonstrate in their responses that the bidder's solution would enable SBBC to meet its goals regarding the procurement.

Will SBBC agree to make clear that the above provisions, though desirable for SBBC, are not mandatory, and that a bidder should have the opportunity to provide for a comparable solution that does not strictly adhere to these requirements?

ANSWER TO QUESTION #1:

Please see below for the specification updates and note above RFP page updates.

Section 4.2.5 on Page 9 of 60 now states: Broadband network solution where all fiber, switching and routing equipment is one hundred percent (100%) dedicated to the SBBC WAN or equivalent. All proposed fiber, switching and routing equipment must be exclusive to the SBBC WAN or equivalent.

Section 5.10.1 on page 50 of 60 now states: Leased Lit Fiber Service: SBBC must have dedicated or equivalent Lit Transport over fiber (Leased Lit Fiber). Bandwidth throughput (upload and download) of 10G, 25G, 40G and possibly 100G for the facilities. The SBBC pricing sheet (Attachment G) serves as the pricing sheet for this opportunity and guides the Proposer to the bandwidth quotes needed for each facility.



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Updates for section 1.3 on page 45 of 60, 1.17 on page 46 of 60, 5.13.5 on page 51 of 60 now states: SBBC is requesting broadband network solutions where all fiber, switching and routing equipment is 100% dedicated or equivalent to the SBBC WAN.

Section 4.1 on page 47 of 60 now states: The routes between SBBC sites must be direct point-to-point connections. SBBC is requesting broadband network solutions where all fiber, switching and routing equipment is 100% dedicated or equivalent to the SBBC WAN.

4.2.4	Serve all SBBC school and administrative locations listed in the Attachment G.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.5	Broadband network solution where all fiber, switching and routing equipment is one hundred percent (100%) dedicated to the SBBC WAN or equivalent . All proposed fiber, switching and routing equipment <u>must be exclusive to the SBBC WAN or equivalent</u> .	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.6	Provide homogeneous fiber type throughout the network topology.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.7	Must include a network diagram displaying the paths to be used to serve each ring and subring site	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.8	Work on the project will not proceed until SBBC issues a Notification to Proceed.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.9	Proposers must include a construction roadmap timeline.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.10	Any newly constructed fiber/Special Construction must meet the special construction standards included in the Technical Specification.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.11	Must terminate service or infrastructure to room specified in Site List (located in Attachment G). Solutions bringing service to the property line but not inside of the room specified in Site List are not acceptable.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.12	The Awardee must meet the following performance standards p/Hour:	
	a) Frame/packet loss .25% commitment	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b) 3 ms Network Latency Commitment	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c) 4 ms Network Jitter Commitment	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.13	Awardee will report outages monthly on circuit by circuit basis.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Monthly report will specify minutes that individual circuits did not meet latency, jitter and packet loss standards set in the service level agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.14	Awardee will issue credit according to the Service Outage Credit Schedule in Attachment M for not meeting standards set in the service level agreement for latency, jitter and packet loss (minimums specified above).	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.15	Awardee will not rate limit or throttle the capacity of SBBC's circuit at any time for any reason	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.16	The upfront payment is for special construction only.	<input type="checkbox"/> Yes

4.2.24	The proposed leased dark fiber or leased dark fiber IRU agreements contain terms that allow for the lease to be honored in case of acquisition and/or insolvency/bankruptcy of the lessor.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.25	Managed service and equipment must be included and provided by the Proposer.	<input type="checkbox"/> Yes <input type="checkbox"/> No

4.3 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.4 **Evaluation Criteria** - This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation point values established in Section 5.0. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their proposal. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire proposal.

4.4.1 **Proposer’s Experience and Qualifications – (Maximum 20 allowable points):** Proposers should submit complete responses for each item below.

4.4.1.1 **Executive Summary:** Submit a brief abstract, of approximately three pages, stating the Proposer’s understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.

4.4.1.2 **Litigation or Regulatory Action:** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s), or any of its principals, in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.4.1.3 **Organizational Profile** - Submit detailed (no more than two (2) pages) including the following details:

- a) Size of organization
- b) Number of years in business, including operation under other firm names
- c) Evidence of the extent to which the Proposer is engaged in the K-12/education market vertical with districts of similar size and scope
- d) Brief information about the individual(s) that will have a leadership role in the delivery and supervision of this engagement.
- e) Profile of account representatives, sales system engineering staff, supervisors, maintenance and support staff highlighting experience in the education vertical. Please include reference to applicable industry certifications.

4.4.1.4 **Performance and Reliability Measures** - Provide statistical information and/or substantiated descriptive narration regarding each of the following performance indicators that apply to the RFP and solution being proposed. Proposals will be awarded the highest point levels in those cases where the Proposer most clearly describes a favorable performance and reliability environment for their company’s business relations and the goods or services being proposed.

- a) Service Level Performance statistics
- b) Repeat/Renewal customers
- c) Minimal customer churn
- d) On-time delivery
- e) Mean Time Between Failures (MTBF) of equipment
- f) Applicable product or industry certifications, including manufacturing facility certification

- g) Applicable ISO certification(s)
- h) Disaster Recovery and Business Continuance Support Services
- i) Recall Occurrences
- j) Support Response Time
- k) Environmental sensitivity

4.4.1.5 **Other Value Added Benefits** - SBBC seeks to enter into a contract with a business partner that offers not only the best solution and best price, but also offers other benefits that improve efficiency and/or cut costs. To this end, Proposers are encouraged to briefly, but completely, describe any other aspect of their company profile and business delivery models that the Proposer feels would be a benefit to SBBC. Examples might include:

- a) Degree to which the Proposer provides enhanced product support and how product line and support services may provide the lowest, most effective total cost ownership for SBBC
- b) Proposer's ability to streamline product ordering and service invoicing
- c) Proposer's ability to provide design and other professional services without direct service fees-depth of corporate resources
- d) Offers that improve the skill sets of SBBC staff and enhance their professional development
- e) Advantageous proximity of distribution and support facilities
- f) Specific support for enterprise business continuity efforts
- g) Proposer's experience in assisting with E-rate program integrity assurance (PIA), audit and reimbursement filings

4.4.1.6 **Similar Experiences and References** - Provide three (3) examples verifying that the Proposer has a minimum of five (5) years of experience managing the installation of communications infrastructure in complex, multi-building large campus environments. Provide for each reference the customer name, contract name, title, telephone number, contract dates and a description of the scope of work delivered. Utilize **Attachment E** for delivery of this information.

4.4.1.7 **Partners in Engagement** - Identify any other firms, dealers, resellers, distributors, etc. that Proposer intends to utilize to fulfill the value-added service requirements (for example: installation, warranty service, helpdesk support, etc.) of this equipment.

4.4.2 **Technical and Operational Specifications** – **(Maximum 10 allowable points)**: Refer to **Attachment M** for technical and operational specifications related to WAN Fiber Options.

4.4.3 **Cost of Services** – **(Maximum 30 allowable points)**: Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet called **Attachment G** on DemandStar & E-rate Productivity Center (EPC) with this RFP. Failure to complete the pricing spreadsheet will result in disqualification of the proposal. Evaluation score will be based on the ten (10) year cost of WAN Fiber Option Services. The Excel pricing sheet specifies the exact cell which will be used for calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost solution submitted for each group. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest total cost of \$10,000 and Proposer B submits a total cost of \$15,000. Therefore, Proposer A would receive **30** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **20.1** points based on the following calculation: $(\$10,000/\$15,000) = 67\% \times 35$ maximum points = 9.9 points less.

4.4.4 **Network Design** – **(Maximum 25 allowable points)** Evaluation will be based on the following criteria:

4.4.4.1 **Network Design Resiliency** (Maximum **6** allowable points) – under this criteria, SBBC will prioritize network designs in which service impacts from fiber cut or equipment failure at any single site has contained, affecting as few other sites as possible.

4.4.4.2 **Bandwidth over subscription on sub-rings** (Maximum **3** allowable points) – under this criteria, SBBC will
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prioritize network designs in which summarized bandwidth of all sites on the same sub-ring demonstrates less over subscription to shared bandwidth available on subring.

4.4.4.3 Bandwidth over subscription on primary-ring (Maximum 4 allowable points) – under this criteria, SBBC will prioritize network designs in which summarized bandwidth of all sites on all sub-rings connected to primary demonstrates less over subscription to shared bandwidth available on primary ring.

4.4.4.4 Network Complexity (Maximum 12 allowable points) – under this criteria, SBBC will prioritize network designs in which sites connect to each other with direct site-to-site connections and 100% SBBC dedicated network equipment such as switches and routers. Respondent may propose an equivalent alternative to the 100% dedicated network equipment standard, but this alternative must be fully explained. The oversubscription for SBBC that results from the network design, as well as sharing of connectivity that results from the network design for SBBC with entity other than SBBC must be discussed and justified in this explanation.

4.4.5 **Presentation (Maximum 5 allowable points):** After the sum of all scoring points minus presentation; Proposers with the highest points between all WAN Fiber options that are less than or equal to ten (10) points of leading proposal (highest score) will be invited to provide the Evaluation Committee with a presentation for an additional five (5) points. The presentation will be “open forum”; SBBC will submit questions to the qualified Proposer so they can include responses in their presentation.

Proposers who are invited back for more than one WAN Fiber Option, can combine presentations into one.

4.4.6 **SBE Participation (Maximum 10 allowable points):** The SBBC Supplier Diversity Outreach Program administers a Supplier Diversity Outreach Program (SDOP). SBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. SBE firms that are participating on this project must be listed on the *S/M/WBE Subcontractor Participation Schedule* located in **Attachment A** of this bid package. **SBE participation is strongly encouraged.** If the Proposer is SBE - Certified by SBBC, the Proposer should also be listed on the S/M/WBE Participation Schedule.

SBE vendors utilized for this contract must be certified by the SBBC Supplier Diversity Outreach Program at the time the bid is due. For information on SBE Certification or to view the current list of SBBC-Certified firms, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit www.browardschools.com/sdop. The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process.

Please go to the following link to view the current list of SBBC S/M/WBE-Certified firms:
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

SBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.4.4.1, 4.4.4.2, and 10 Points will be awarded based on the evaluation criteria 4.4.4.1.		Maximum Points
4.4.4.1	<p>The Proposer shall identify each SBBC-Certified SBE firm, if any, that will be utilized by completing the Small/Minority/Women Business Enterprise (S/M/WBE) Participation Form and Statement of Intent to Perform as a S/M/WBE Subcontractor (see Attachment A). The Statement of Intent form submitted with the proposal reflects the intent of the parties, both prime and sub-consultant, to establish a business relationship. Additionally, it will detail the type of work and percentage of work that the sub-consultant will perform.</p> <p>Indicate the extent and nature of the SBE’s work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the SBE firm(s) in connection with this proposal. Provide proof, in writing, that each proposed firm to be utilized as an SBE is certified by The School Board of Broward County, Florida. Any participation by firms not certified with SBBC at the time the bid is due will not count towards SBE</p>	10

SECTION 5, EVALUATION OF PROPOSALS

5.1 The Evaluation Committee (hereinafter referred to as "Committee"), shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements, Section 7.1 Indemnification and Technical & Operational Specification requirements specified in Attachment M according to the criteria below. Although WAN Lit, Dark and Dark IRU will be scored independently for a winner in each option, only one (1) option will be selected as the final recommendation for award, which will be determined based on highest points and lowest cost.

CATEGORY	MAXIMUM POINTS
A. Experience and Qualifications	20
B. Technical and Operational Specifications	10
C. Network Design	25
D. Cost of Services	30
E. Supplier Diversity & Outreach Program	10
F. Presentation	5
TOTAL	100

The SBBC shall award a maximum of ten (10) points for SBE Participation as listed in the *10-Point Table for SBE Participation* below. At the time the proposal is submitted, the Proposer shall identify all SBE firms, if any, which will be utilized by using the Small Business Enterprise (SBE) Subcontractor Participation Schedule and Statement of Intent to Perform as a S/M/WBE Subcontractor. The Statement of Intent form submitted with the proposal reflects the intent of the parties, both prime and sub-consultant, to establish a business relationship as well as the type of work and percentage of work the sub-consultant will perform.

10-Point Table for S/M/WBE Participation	
Percentage	10 Points

Note: Evaluation points for "Category D" shall be provided by the Supplier Diversity & Outreach Program Office.

5.2 **Evaluation Process:** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Evaluation Committee Member's points (for sections evaluated by a committee).

Step 1: Minimum Eligibility: Each proposal will be evaluated by SBBC's Purchasing Department to determine if the proposal meets the minimum eligibility requirements as listed for the RFP in Section 4.2. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 2: S/M/WBE Evaluation: Representatives of SBBC's Supplier Diversity and Outreach program will assign point values for the S/M/WBE information supplied in RFP in accordance with section 4.4.6 and the information requested and described further in Attachment A. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 3: Cost Evaluation: SBBC's Procurement & Warehousing Services Department will assign point values to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.4.3. The individual responsible this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 4: Design & Engineering Evaluation: This portion will be evaluated by a committee of Networking Engineers, as evaluation of this section requires specific expertise. The experts will assign point values to the network design

ATTACHMENT M, WAN SPECIFICATIONS

TECHNICAL AND OPERATIONAL SPECIFICATIONS FOR WAN FIBER OPTIONS

NOTE: Each page of this attachment contains a requirement for the Proposer to initial the page and acknowledge understanding of and compliance with requirements. Failure to do so is grounds for disqualification.

Proposers can also download all documents within the E-rate Productivity Center (EPC) as outlined by the Universal Service Administration Company (USAC) / EPC web portal located at: <https://portal.usac.org/suite>

This Technical and Operational Specifications document accompanies an RFP document. The Technical and Operational Specifications describes the following:

- The options for service
- The service level expectations for each type of service (uptime, jitter, latency, packet loss, response time)
- A reference network design that Proposers can use as a guide for their proposal. Proposers must provide their own designs. In accordance with E-rate guidelines, if an award is made as a result of this RFP, SBBC will choose the design that best meets the guidelines outlined in the RFP, with price/cost of service being the highest rated factor.
- A managed service option that bundles needed equipment and technical support that must be bid with the leased dark fiber option.

1. MINIMUM REQUIREMENTS

- 1.1 Comply with all service provider E-rate registration, guidelines and policies as outlined by the Universal Service Administrative Company (USAC).
- 1.2 Serve all Broward County School and administrative locations listed in the Technical and Operational Specifications (and sites list in Attachment G).
- 1.3 SBBC is requesting broadband network solutions where all fiber, switching and routing equipment is 100% dedicated **or equivalent** to the SBBC WAN. Any proposed fiber, switching and routing equipment must be exclusive to the SBBC WAN.
- 1.4 For leased dark fiber or leased lit fiber proposals, provide homogeneous fiber type throughout the network topology.
- 1.5 For any newly constructed fiber/Special Construction, meet the special construction standards included in the Technical and Operational Specifications.
- 1.6 For any leased dark fiber bid, provide a separate quote for the first ten (10) years of dark fiber maintenance and operations.
- 1.7 The Awardee must have network engineering support 24 hours per day, 365 days per year accessible to Broward Schools Information & Technology or contracted Network Operations Center (NOC) staff. Comply with a maintenance window that allows firmware, software and hardware upgrades and changes only during a 12a.m. to 6a.m. maintenance window on weekdays (Monday through Friday) and a 6p.m. to 6a.m. maintenance window on weekends (Saturday or Sunday). All normal upgrades and maintenance window activity must be approved in advance by SBBC. All emergency and upgrade activity must be coordinated through the outage notification process.
- 1.8 Any proposed leased dark fiber agreement (including IRU agreements) must contain terms that allow for the lease to be honored in case of acquisition and/or insolvency/bankruptcy of the lessor.
- 1.9 Awardee must provide a construction roadmap timeline.

- 1.10 Must terminate service or infrastructure to room specified in Site List. Solutions bringing service to the property line, but not inside of the room specified in the Site List are not acceptable.
 - 1.11 For each response (Lit or Dark Fiber), Proposers must include a network diagram displaying the paths to be used to serve each ring and subring site.
 - 1.12 Proposers must acknowledge that work on the project will not proceed until SBBC issues a Notification to Proceed.
 - 1.13 Lit fiber proposal that includes an upfront payment can only be for Special Construction costs. The only upfront payments SBBC will consider are for Special Construction of new fiber. If new fiber construction is not necessary, the only payment SBBC will consider is a monthly recurring cost. In other words, all non-recurring costs other than Special Construction costs must be rolled into the monthly recurring cost proposal. The Special Construction and monthly recurring costs must be entered into the SBBC pricing sheet accordingly.
 - 1.14 Awardee must provide Out of Band management via separate broadband or Dial in connection which is expected as a backup by the vendor to manage network equipment. SBBC will provide a phone number / land line "only" for access and the Awardee must supply any necessary equipment. This access is for connectivity to the router / equipment if not reachable via primary methods and for the use to verify power as well as to make configuration changes, restart equipment and to use in troubleshooting.
 - 1.15 Uninterruptable Power Supply (UPS) must be provided for battery backup for Awardee supplied equipment at each site. The UPS must be capable to keep the equipment up for thirty (30) minutes for protection on power conditioning as well as for total power loss. This unit needs to be maintained, managed and replaced upon defection of device as well as when batteries have expired.
 - 1.16 The Awardee must also meet the following performance standard p/Hour:
 - 1.16.1 Frame/packet loss .25% commitment
 - 1.16.2 3 ms Network Latency Commitment
 - 1.16.3 4 ms Network Jitter Commitment
 - 1.17 SBBC is requesting broadband network solutions where all fiber, switching and routing equipment is 100% dedicated **or equivalent** to the SBBC WAN. Any proposed fiber, switching and routing equipment must be exclusive to the SBBC WAN.
 - 1.18 Proposers for Dark Fiber must include managed services and equipment.
 - 1.19 Awardee must provide monthly metrics on each circuit. These monthly reports must display uptime, latency, jitter, packet loss and bandwidth demand level statistics for each circuit. Additionally, reports must be provided to SBBC on monthly outages on circuit by circuit basis.
2. **TIMELINE & NARRATIVE:** (See RFP for bid timeline.) SBBC WAN will involve all sites listed in the Pricing Sheet (Attachment G). These schools house 271,105 students in what is the sixth (6th) largest school district in the United States. All Proposers must propose to serve all sites, regardless of the WAN Fiber Option(s) being included in their proposal. Proposals not serving all sites will be disqualified.
- SBBC's Wide Area Network Services are currently provided via leased lit fiber via a contract that expires on June 30, 2019. This TECHNICAL AND OPERATIONAL SPECIFICATIONS and RFP seek service for all District locations to form a District-wide WAN. In accordance with E-rate guidelines, SBBC is bidding leased lit fiber, leased dark fiber and leased dark fiber IRU comparative options to provide point to point transport bandwidth to these site
3. **SITE AND SERVICE INITIATION DATE:** SBBC is seeking a resilient network design which can maximize the impact of equipment or fiber service interruptions.

SBBC currently possesses a data center and hub location and its Technology Services and Support Center (TSSC) located at 7720 West Oakland Park Boulevard, Sunrise FL 33351, but will also add one (1) more hub site internet traffic load balancing in the future. This hub site address is still to be determined.

The new service date to begin is July 1, 2019. If Awardee cannot meet the July 1, 2019 start date for all sites, the Awardee shall provide a schedule of the anticipated start date for each site. SBBC will not switch services during scheduled instruction days. Winter Holiday Break, Spring Break, Summer Break and other holidays are optimal time for switchover of circuits. Please see the school calendar for exact dates at:

<https://www.browardschools.com/Page/2#calendar51101/20180824/month>

SBBC understands that installation for fiber construction as well as service delivery or lighting of dark fiber will be a significant undertaking for any Proposer. SBBC is bidding the project in this time to reasonably allow for a July 1, 2019 start date. SBBC will work with the vendor and with the E-rate administrator, the Universal Service Administrative Company (USAC), and the Awardee on timing of transitions from current service to the newly bid service. The timing for request for E-rate reimbursement will display an awareness of E-rate guidelines regarding duplicative service.

SBBC also understands that Broward County is a fiber rich area with many fiber owners. In light of the Federal Communications Commission's guidance to minimize overbuild of existing fiber in urban regions, SBBC is seeking only leased lit fiber and leased dark fiber solutions that minimize one-time special constructions costs, but also:

- 3.1 Maximize bandwidth scalability – allowing for 10G, 25G, 40G and possibly 100G connections between sites as demand increases.
- 3.2 Maximize bandwidth uptime in the WAN - the WAN is comprised of relatively short point to point connections. SBBC feels it is reasonable to seek 99.99% or better uptime in these connections.
- 3.3 Minimizes latency, jitter and packet loss
- 3.4 Proposers must use a homogenous fiber type through the WAN.

4 SERVICE SPECIFICATIONS: SBBC is seeking three (3) WAN Fiber options. Proposers may respond with proposals to one or all.

4.1 **WAN Lit Fiber (OPTION 1):** The first option is a fully managed, leased lit fiber service from the hub to the specified eligible SBBC sites. The Awardee would own and manage the equipment. The routes between SBBC sites must be direct point-to-point connections. SBBC is requesting broadband network solutions where all fiber, switching and routing equipment is 100% dedicated **or equivalent** to the SBBC WAN. Any proposed fiber, switching and routing equipment must be exclusive to the SBBC WAN.

One-time new construction/Special Constructions must be priced separately from the vendor's proposed monthly recurring cost for the fully managed leased lit service.

For this option, SBBC is seeking quotes for a ten (10) year term with optional three (3) five-year renewals for each term or other renewal terms as negotiated.

4.2 **WAN Dark Fiber (OPTION 2):** The second options is for a month to month leased dark fiber solution that includes special construction, the leased dark fiber fee, fiber maintenance and operations. One-time Special Construction costs must be priced separately from the monthly recurring lease fee.

The leased dark fiber routes between SBBC requested sites of service must be direct point-to-point connections.

Fiber maintenance and operations monthly fees must be bundled into the monthly leased dark fiber fee. One-time new construction / Special Construction can be priced separately from the Proposer's monthly recurring cost.

Table 1 – Possible Incremental Costs

Item	12 Strand Cable Construction	48 Strand Cable Construction	Cost Allocation Amount that Service provider Should Remove from the Special Construction Request
Fiber Cable	.38 cents per foot	\$1.04 per foot	.66 cents per foot
Design and Engineering	\$2.12 per foot	\$2.42 per foot	30 cents per foot to depict additional splices at A and Z locations
Project Management	\$1.18 per foot	\$1.18 per foot	0
Splice labor	\$11.00 per splice	\$11.00 per splice	\$11 per splice over 12 splices at any splice site
Splice enclosures	\$205 per enclosure	\$205 per enclosure	\$205 per enclosure for every enclosure over 12
Fiber Patch Panel	\$71.43 per panel	\$218.60 per panel	\$147.17 per panel
Conduit	1.25" conduit required \$1.95 per foot	1.5" conduit required \$2.35 per foot	.40 cents per foot
Handhole (40,000 lb rated)	\$2,695 per unit	\$2,695 per unit	No cost difference for handhold
Handholes	Place every 1000'	Place every 1000'	No cost difference
Fiber Marker	\$30 per unit	\$30 per unit	No cost difference per marker
Markers	Place every 500'	Place every 500'	No cost difference
Fiber Installation Labor	25 cents per foot	28 cents per foot	3 cents per foot
Structured Materials Installation (conduit, markers, handholes)	\$2.85 per foot	\$3.10 per foot	25 cents per foot

- 5.10 Specifications for TECHNICAL AND OPERATIONAL SPECIFICATIONS response Options. These specifications related to the each solution options are as follows:
- 5.10.1 Leased Lit Fiber Service: SBBC must have dedicated **or equivalent** Lit Transport over fiber (Leased Lit Fiber). Bandwidth throughput (upload and download) of 10G, 25G, 40G and possibly 100G for the facilities. The SBBC pricing sheet (Attachment G) serves as the pricing sheet for this opportunity and guides the Proposer to the bandwidth quotes needed for each facility.
- 5.11 Fully managed service price proposal: The "Fully Managed Service Pricing Sheet" (Attachment G) worksheet includes pricing for symmetrical service from the hub to each location at 10G, 25G, 40G and possibly 100G bandwidths. Price quotes are requested for 120 months of service and should include provision for at least three (3) 5-year renewals. Prices must be all inclusive. "All inclusive" as used in this request for proposals includes all Special Construction or non-recurring costs required by the Proposer to commence service and all monthly recurring costs including all taxes, universal service (if charged), installation charges and other fees must be included in the requisite columns of the pricing sheet (Attachment G). No pricing increases will be allowed during the term.
- 5.12 Additional Description: Lit service response must also include description of proposal, SLA, timeline, network diagram, demarcation, references, and connection America Fund status as described in later sections.
- 5.13 Service Level Agreement: This applies to Lit Fiber and managed service for leased Dark Fiber including IRU option. Network Availability: Awardee shall make all reasonable efforts to ensure 99.99% network availability on each circuit

of the SBBC Fully Managed Services Network. Proposers should include the methodology for measuring and reporting unscheduled outages for each circuit. The Awardee must also meet the following performance standards p/Hour:

- 5.13.1 Frame/packet loss one-quarter of one percent (.25%) commitment
- 5.13.2 3 ms Network Latency Commitment
- 5.13.3 4 ms Network Jitter Commitment
- 5.13.4 Awardee will not rate limit or throttle the capacity of SBBC's circuit at any time for any reason
- 5.13.5 SBBC is requesting broadband network solutions where all fiber, switching and routing equipment is 100% dedicated **or equivalent** to the SBBC WAN. Any proposed fiber, switching and routing equipment must **be exclusive** to the SBBC WAN.
- 5.13.6 SBBC should have the stated capability to review and amend quality of service, latency, packet loss and jitter standards for the term of the agreement.

5.14 Service Credits (Applies to all WAN Fiber Options per circuit): Service credits shall be awarded according to the Service Outage Credit Schedule table below and credited on the next invoice.

- 5.14.1 Managed Services Proposers must agree to provide monthly metrics on each circuit. These monthly reports should display uptime, latency, jitter, packet loss and bandwidth demand level statistics for each circuit. Proposer also agrees to report outages monthly on a circuit by circuit basis.
- 5.14.2 For subring and point to point circuit outage credits will be limited to the specific circuit; for a primary ring or aggregation hub circuit; service credits will also include all downstream circuits impacted by the outage.

Table 2 – Service Outage Credit Schedule Per Incident

Length of Service Performance Impact or Outage (Hourly) Based on Performance standard p/Hour	Credit is the following percentage of Monthly Recurring Cost
Less than four (4) Hours	No Credit
Four (4) hours to eight (8) hours	10%
Greater than eight (8) hours and less than twenty-four (24) hours	20%
Greater than twenty-four (24) hours and less than forty (40) hours	30%
Greater than forty (40) hours	50%

- 5.15 Proposer leased dark fiber proposals are limited to a standard month to month lease. If the Proposer bids the standard lease option, survivability of the lease if the Proposer is acquired or becomes insolvent must be included in the lease agreement.
- 5.16 Additional Description: Each leased dark fiber response must also include description of proposal, description of maintenance, SLA, timeline, network diagram, demarcations and references.
- 5.17 In standard lease agreements, leased dark fiber maintenance and operations price can be "bundled" with the standard monthly recurring leased dark fiber price in a standard lease agreement, or as a stand-alone TECHNICAL AND OPERATIONAL SPECIFICATIONS responses and must be described as such. Pricing for the dark fiber maintenance and operations portion of the price must separate from the lease costs of the fiber.
- 5.18 Prices for standard leases and separately priced dark fiber maintenance and operations, must be all inclusive. "All inclusive" as used in this RFP includes all Special Construction or non-recurring costs (NRC) required by the Proposer to commence service and all monthly recurring costs (MRC) including taxes, universal service (if charged), installation charges and other fees should be included in the requisite columns of the pricing sheets (Attachment G).



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

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Superintendent of Schools

10/15/2018

ADDENDUM NO. 2

RFP 19-097E

BID NAME WAN Fiber Options

TO ALL PROPOSERS:

This Addendum amends the above-referenced RFP in the following particulars only:

1. Attached are the responses to the questions received <and below are the resulting updates to the RFP>.

Delete: Section 4.4.1.4 on page 16

Insert: Section 4.4.1.4 on Page 16 (Revised)

Delete: Section 5 on page 17 & 25

Insert: Section 5 on page 17 & 25 (Revised)

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of RFP 19-097E Bidder certifies acceptance of this Addendum.

Sincerely,

Harmoni Clealand
Purchasing Agent III



➤ **QUESTION #1:**

Section 4.2.40, 4.2.53 and 1.11 (Attachment P) pertain to a network diagram displaying paths to be used that must be designed and submitted with Respondent's proposal. Please provide additional details regarding network diagram request mentioned in these item, such as number of diagrams, purpose of diagram(s), diagram type, suggested layout, acceptable format, etc.

ANSWER TO QUESTION #1:

Acceptable formats are PDF, Microsoft Word, Excel, Visio, or any text document readable by Notepad++ Desktop application. Diagram type or layout is based on Proposer preference to fulfil primary purpose described

It is acceptable to provide one or multiple network diagrams. It is also acceptable to provide together with diagram additional supported materials, which provide explanation to proper use of diagram, add additional technical details to diagram components or offload diagram information to separate document for clarity.

See Section 4 of the RFP which elaborates on how Network Design will be scored and the factors that will be used such as: network design resiliency, bandwidth over subscription on sub-rings, bandwidth over subscription on primary-ring, and network complexity.

a) To properly prioritize network design for resiliency SBBC, the committee of Networking Engineers should have enough information about physical fiber path between sites to understand if single fiber cut in one geographical place will lead to more than one site on same sub-ring failure. Please note that as mentioned in referenced design SBBC is considering as acceptable designs where multiple sub-rings at some segments may utilize different fiber strands on the same physical path. In such scenarios single cut of the fiber path obviously may cause more than one site failure on the entire network. Such single fiber cut scenario by Network Engineers committee will be considered as single cut at just one sub-ring and amount of site failures will be considered a largest number of site failures per one of the sub-rings which affected by such cut, not a total number of all sites experiencing failure on entire network. In other words SBBC will prioritize such design with same scoring as designs where different sub-rings always utilize different physical fiber paths. Failure to provide enough information to make appropriate decision in network diagram or supported documents will lead to lower or zero scoring in this category.

b) To properly prioritize network design for bandwidth over subscription on sub-rings or primary ring(s) Networking Engineers committee should have enough information about each site connection(s) bandwidth. Failure to provide enough information to make appropriate decision in network diagram or supported documents will lead to lower or zero scoring in this category.

c) To properly prioritize network design for complexity, Network Engineers Committee need to have identified in the diagram or additional supported materials that sites connect to each other with direct site-to-site connections and have 100% SBBC dedicated network equipment or a functional equivalent to this standard. If a vendor offers an alternative to this standard, it must outline oversubscription and contention on the network. Failure to provide enough information to make appropriate decision in network diagram or supported documents will lead to lower or zero scoring in this category.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROCUREMENT & WAREHOUSING SERVICES

➤ **QUESTION #2:**

Does SBBC require a full mesh, providing direct any to any connectivity from each site?

ANSWER TO QUESTION #2:

As per E-rate guidance, SBBC cannot designate a specific network design. SBBC has provided reference designs A and B as guides for Respondents, however in accordance with E-rate guidance, SBBC will use its evaluation criteria, outlined in Section 5 (beginning on page 15) of the RFP to evaluate Respondent proposals.

➤ **QUESTION #3:**

Are all sites owned by the county?

ANSWER TO QUESTION #3:

SBBC owns or controls by lease all of the sites, except the following:

AMI KIDS/ FI Ocean Science Inst

Broward County Jail

Broward Girls Academy

Citrus Mental Health

Conte Jail

DJJ Broward Detention Center

Paul Rein Jail

Pompano Substance Abuse Treatment Center

SBBC College Academy (located at BC Central Campus in Davie)

Tools for Schools/Transportation Complex/ Broward Education Foundation

Village Community Center

Additional hub location (address to be determined) mentioned on page 46 (section 3) of the RFP

There are eleven (11) sites that are not owned or leased and three (3) that are leased properties. See SBBC Site List in Excel pricing spreadsheet for details.

➤ **QUESTION #4:**

Would SBBC consider several WAN networks connecting back to the main data center?

ANSWER TO QUESTION #4:

As per E-rate guidance, SBBC cannot designate a specific network design. SBBC has provided reference designs A and B as guides for Respondents, however in accordance with E-rate guidance, SBBC will use its evaluation criteria, outlined in Section 5 (beginning on page 15) of the RFP to evaluate Respondent proposals.

➤ **QUESTION #5:**

Would SBBC consider Multiple Networks, or do all schools need to be in the same domain?



ANSWER TO QUESTION #5:

The specifications, as written, make no accommodation for multiple networks.

➤ **QUESTION #6:**

Does SBBC require any type of diversity at the data center?

ANSWER TO QUESTION #6:

As per E-rate guidance, SBBC cannot designate a specific network design. SBBC has provided reference designs A and B as guides for Respondents, however in accordance with E-rate guidance, SBBC will use its evaluation criteria, outlined in Section 5 (beginning on page 15) of the RFP to evaluate Respondent proposals.

➤ **QUESTION #7:**

Does SBBC require any type of equipment diversity or last mile at the schools?

ANSWER TO QUESTION #7:

As per E-rate guidance, SBBC cannot designate a specific network design or designate specific equipment. SBBC has provided reference designs A and B as guides for Respondents, however in accordance with E-rate guidance, SBBC will use its evaluation criteria, outlined in Section 5 (beginning on page 15) of the RFP to evaluate Respondent proposals.

➤ **QUESTION #8:**

Does SBBC require any type of last mile diversity at the schools?

ANSWER TO QUESTION #8:

As per E-rate guidance, SBBC cannot designate a specific network design. SBBC has provided reference designs A and B as guides for Respondents, however in accordance with E-rate guidance, SBBC will use its evaluation criteria, outlined in Section 5 (beginning on page 15) of the RFP to evaluate Respondent proposals.

➤ **QUESTION #9:**

Do the edge router at the 1 GB sites need to be upgradable to 10 GB? Would this apply to the 10, 20, 40, and 100 GB sites?

ANSWER TO QUESTION #9:

Page 48, Section 5.2 of the RFP contains the following clause regarding scalability of the equipment: *Proposer must agree to refresh equipment within ninety (90) days if average CPU utilization on equipment will periodically go over seventy-five percent (75%) for a period over twenty (20) minutes, or other critical equipment performance problem occur before scheduled refresh.* Respondents should provide equipment at all sites that can meet this standard.



➤ **QUESTION #10:**

What would be the timeframe for this upgrade?

ANSWER TO QUESTION #10:

Page 5 of the RFP section 2.4 contains the following requirement: *The purpose of this RFP is to establish contract(s) at set pricing commencing on July 1, 2019.* SBBC realizes this is a very tight timeframe but is hoping Respondents can submit plans accompanying responses to meet this deadline.

➤ **QUESTION #11:**

Which sites are originating the multicast traffic?

ANSWER TO QUESTION #11:

Currently sources of multicast traffic are:

BECON - 6600 Nova Drive Fort Lauderdale, Florida 33317 – up to 250Mbps.

TSSC – 7720 W. Oakland Park Blvd. Sunrise, FL. 33351 – up to 200Mbps

KCW - 600 SE 3rd Ave, Fort Lauderdale, FL 33301 – up to 100Mbps

All other sites periodically during events may originate several multicast streams – up to 20Mbps.

Currently SBBC will only allow common multicast addresses and range 239.192.0.0/14 on the WAN.

➤ **QUESTION #12:**

Please provide the 2 sites that require 50 Mbps of multicast traffic?

ANSWER TO QUESTION #12:

Please see answer #11.

➤ **QUESTION #13:**

Do you require DHCP on the routers?

ANSWER TO QUESTION #13:

No

➤ **QUESTION #14:**

Does the WAN vendor manage the LAN portion for each site?

ANSWER TO QUESTION #14:

This RFP outlines a WAN requirement only. For the managed service, the responsibility of the Respondent ends at the WAN handoff to the premise router and with the management of the premise router where the WAN circuit is terminated.

➤ **QUESTION #15:**

Are we managing the router at each site or are there more components? Please explain.



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ANSWER TO QUESTION #15:

This RFP outlines a WAN requirement only. For the managed service, the responsibility of the Respondent ends at the WAN handoff to the premise router and management of the premise router.

➤ **QUESTION #16:**

Are you planning to have a firewall at each site?

ANSWER TO QUESTION #16:

There is no firewall management requirement at the sites. The firewall management occurs at the aggregation hub(s).

➤ **QUESTION #17:**

Does the WAN vendor provide the firewall?

ANSWER TO QUESTION #17:

There is no firewall requirement.

➤ **QUESTION #18:**

What address will all of your internet traffic leave from?

ANSWER TO QUESTION #18:

As stated on page 46 of the RFP, SBBC currently possesses a data center and hub location and its Technology Services and Support Center (TSSC) located at 7720 West Oakland Park Boulevard, Sunrise FL 33351, but will also add one (1) more hub site internet traffic load balancing in the future. This hub site address is still to be determined. So currently, Internet traffic will be received at the TSSC.

➤ **QUESTION #19:**

Does the WAN vendor manage the LAN portion for each site?

ANSWER TO QUESTION #19:

This RFP outlines a WAN requirement only. For the managed service, the responsibility of the Respondent ends at the WAN handoff to the premise router and management of the premise router.

➤ **QUESTION #20:**

Will you need DHCP per site or static internal or public IPs?

ANSWER TO QUESTION #20:

No



➤ **QUESTION #21:**

Are all these sites owned by the county?

ANSWER TO QUESTION #21:

Please see answer #3

➤ **QUESTION #22:**

Re: WAN Dark Fiber IRU Option 3: Will SBBC consider a Proposers Dark Fiber only solution without including (1) Managed router service and (2) Optical Network equipment?

ANSWER TO QUESTION #22:

SBBC has coupled the leased dark fiber solution with a Category1 Network Equipment managed service in the RFP. SBBC believes with a project this size, a single point of contact is critical to smooth operation. SBBC suggests that fiber only Respondent's partner with a managed service network equipment provider to present a complete proposal.

➤ **QUESTION #23:**

Re: WAN Dark Fiber IRU Option 3: How will SBBC score a Proposer's response if a Proposer delivers and activates a percentage (partial network) of sites by July 1, 2019 with the remainder of sites to be delivered and activated at a later negotiated date?

ANSWER TO QUESTION #23:

SBBC cannot project scoring until all proposals are received and reviewed by the review committee. SBBC understands that all sites must be activated on the long-term WAN by June 30th, 2020 which is the last day of E-rate funding year 2019. SBBC hopes that respondents to this RFP will propose service where all sites are served beginning July 1, 2019, which is the first day of the 2019 E-rate funding year.

SBBC also understands that the Awardee will have to work closely with SBBC, USAC and the short-term WAN provider to accomplish this goal. SBBC requests that providers outline in detail their plan for cutover of specific sites. This requirement is outlined on page 47 of the RFP in the following requirement:

The new service date to begin is July 1, 2019. If Awardee cannot meet the July 1, 2019 start date for all sites, the Awardee shall provide a schedule of the anticipated start date for each site. SBBC will not switch services during scheduled instruction days. Winter Holiday Break, Spring Break, Summer Break and other holidays are optimal time for switchover of circuits. Please see the school calendar for exact dates at:

<https://www.browardschools.com/Page/2#calendar51101/20180824/month>

SBBC understands that installation for fiber construction as well as service delivery or lighting of dark fiber will be a significant undertaking for any Proposer. SBBC is bidding the project in this time to reasonably allow for a July 1, 2019 start date. SBBC will work with the vendor and with the E-rate administrator, the Universal Service Administrative Company (USAC), and the Awardee on timing of transitions from current service to the newly bid service. The timing for request for E-rate reimbursement



twill display an awareness of E-rate guidelines regarding duplicative service SBBC also understands that Broward County is a fiber rich area with many fiber owners

➤ **QUESTION #24:**

On page 57, 10.4.10, SBBC has indicated the awarded vendor will have access to entrance facilities where they exist. Please confirm that this access is fee-free, and if possible, please provide a list of locations where entrance facilities are available.

ANSWER TO QUESTION #24:

The SBBC entrance facilities have been built to connect and provision the current service provider's cabling infrastructure. A new service entrance from the SBBC property line to SBBC buildings would have to be constructed as designated by the RFP.

Any existing conduit and building penetrations at SBBC locations are utilized for existing service infrastructure. New conduit routes from property line to SBBC buildings should be new construction as part of RFP response. There may be available spare conduit in existing inter-building duct banks that can be utilized; this must be determined on an individual case basis. Most sites have existing conduit access but it may not be possible to use the existing conduit entry because it is occupied by another service provider's materials. Respondents should account for the construction costs in their bid.

➤ **QUESTION #25:**

Does SBBC expect dual entrance at each end site as part of their requirement for resilient WAN design, and for those locations that have existing entrance facilities, are dual entrances available?

ANSWER TO QUESTION #25:

As per E-rate guidance, SBBC cannot designate a specific network design or designate specific equipment. SBBC has provided reference designs A and B as guides for Respondents, however in accordance with E-rate guidance, SBBC will use its evaluation criteria, outlined in Section 5 (beginning on page 15) of the RFP to evaluate Respondent proposals.

➤ **QUESTION #26:**

On page 46, 1.16.2 and 1.16.3, SBBC states a requirement of a maximum of 3 ms latency and 4 ms jitter. Please clarify your WAN latency and jitter requirements and between which points latency and jitter should be measured.

ANSWER TO QUESTION #26:

Latency and jitter requirements should be met if measured between site premise router managed by provider and hub premise router managed by provider.



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➤ **QUESTION #27:**

For WAN options 2 and 3, the SBBC pricing document requests pricing for both 4-strand and 6-strand options per location. Please confirm SBBC is requesting 4-strand or 6-strand options per point-to-point network segment.

ANSWER TO QUESTION #27:

This is confirmed. SBBC is requesting 4-strand or 6-strand options per point-to-point network segment.

➤ **QUESTION #28:**

On page 55, section 8.5, SBBC indicates VXLAN as a requirement. Please describe your use cases for VXLAN implementation.

ANSWER TO QUESTION #28:

Projects which require segmentation technique, where some school traffic needs to be delivered to central location for routing and inspection at centrally located security equipment instead of being processed locally at the school.

➤ **QUESTION #29:**

In section 8.6, page 55, SBBC indicates routing protocols must support up to 2200 network segments. Please confirm that service provider equipment should contain up to 2200 network segments in the local routing table at each location.

ANSWER TO QUESTION #29:

The final requirement for network segments is based on the Respondent's network design. With this statement, SBBC was providing an estimate based on its reference designs. As per E-rate guidance, SBBC cannot designate a specific network design or designate specific equipment. SBBC has provided reference designs A and B as guides for Respondents, however in accordance with E-rate guidance, SBBC will use its evaluation criteria, outlined in Section 5 (beginning on page 15) of the RFP to evaluate Respondent proposals.

➤ **QUESTION #30: asked Jason and Art to help**

This question is related to Attachment G, the tab labeled "Cost Summary". The 10-Year Grand Total Cost appears to add the Year 1 Cost (Cell G15) and Years 2-10 Costs (Cell H15), and then subtract the aggregate monthly discounts provided in Cell H14 from the tab labeled "Option 1 Lit Pricing". However, Cell H14 on the Option 1 Lit Pricing Tab only represents one month of discounts in each of years 2-10. Should this number be multiplied by 12 to calculate the total savings for years 2-10?

ANSWER TO QUESTION #30:

Attachment G has been adjusted with the proper formula.

➤ **QUESTION #31:**

On page 47, SBBC states that if bidders cannot provide requested services to all sites by July 1, 2019, they are to provide a schedule for the anticipated start date for each site. Please confirm that bidders will



not be penalized during the evaluation of responses if they cannot turn up all sites by July 1, 2019, as long as they provide a schedule for site turn ups that utilizes SBBC's optimal times for site switchover.

ANSWER TO QUESTION #31:

SBBC cannot project scoring until all proposals are received and reviewed by the review committee. SBBC understands that all sites must be activated on the long-term WAN by June 30th, 2020, which is the last day of E-rate funding year 2019. SBBC hopes that respondents to this RFP will propose service where all sites are served beginning July 1, 2019, which is the first day of the 2019 E-rate funding year.

SBBC also understands that the Awardee will have to work closely with SBBC, USAC and the short-term WAN provider to accomplish this goal. SBBC requests that providers outline in detail their plan for cutover of specific sites. This requirement is outlined on page 47 of the RFP in the following requirement:

The new service date to begin is July 1, 2019. If Awardee cannot meet the July 1, 2019 start date for all sites, the Awardee shall provide a schedule of the anticipated start date for each site. SBBC will not switch services during scheduled instruction days. Winter Holiday Break, Spring Break, Summer Break and other holidays are optimal time for switchover of circuits. Please see the school calendar for exact dates at:

<https://www.browardschools.com/Page/2#calendar51101/20180824/month>

SBBC understands that installation for fiber construction as well as service delivery or lighting of dark fiber will be a significant undertaking for any Proposer. SBBC is bidding the project in this time to reasonably allow for a July 1, 2019 start date. SBBC will work with the vendor and with the E-rate administrator, the Universal Service Administrative Company (USAC), and the Awardee on timing of transitions from current service to the newly bid service. The timing for request for E-rate reimbursement will display an awareness of E-rate guidelines regarding duplicative service SBBC also understands that Broward County is a fiber rich area with many fiber owners

➤ **QUESTION #32:**

In the RFP, a few sites have address discrepancies between the RFP listed addresses and addresses listed on their websites.

- Apollo Middle School is listed in the RFP as 2230 Lincoln St, but on the website is listed as 6800 Arthur St
- Palm Cove Elementary School is listed in the RFP as 11601 SW 9th St, but on the website is listed as 11601 Washington St.
- Perry, Henry Middle School is listed in the RFP as 3400 SW 69th Ave, but on the website is listed as 3400 Wildcat Way.
- Pompano Beach High School is listed in the RFP as 1400 NE 6th St, but on the website is listed as 600 NE 13th Ave.
- Watkins Elementary School is listed in the RFP as 3530 SW 52nd Ave, but on the website is listed as 3520 SW 52nd Ave.

If possible, please confirm the addresses of the sites listed above.

ANSWER TO QUESTION #32:



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Apollo Middle School - 6800 ARTHUR STREET HOLLYWOOD FL 33024

Palm Cove Elementary School - 11601 WASHINGTON ST. PEMBROKE PINES, FL. 33025

Perry, Henry Middle School - 3400 WILDCAT WAY MIRAMAR FL 33023

Pompano Beach High - 600 NE 13TH AVENUE POMPANO BEACH FL 33060

Watkins Elementary School - 3520 SW 52 AVENUE HOLLYWOOD FL 33023

➤ **QUESTION #33:**

Please confirm, will the WAN side equipment in the logical provided remain in use as stated. If yes, please confirm the district owns this equipment and not your current vendor.

ANSWER TO QUESTION #33:

LAN side equipment will remain in place. LAN side equipment is owned and managed by the district. WAN side equipment is not owned by district.

➤ **QUESTION #34:**

In the legend it indicates new equipment such as the Cisco Catalyst 9500, the Nexus 9200, this equipment is listed as the same for both symbols (edge sites and hub sites). If correct, this would seem to indicate you want a 9500 at all edge sites. Please advise.

ANSWER TO QUESTION #34:

All equipment referenced in any document should be "or equivalent", to meet E-rate standards. **All Respondents should consider this reference as an "or equivalent" reference.**

➤ **QUESTION #35:**

In summary, can you requalify what equipment is there today, and desired with the lit option?

ANSWER TO QUESTION #35:

Currently LAN side equipment owned by district at the sites is HP Aruba/Procurve 5400zl or 5400R z12. LAN side equipment at the hub is Cisco Nexus 9332PQ.

As per E-rate guidance, SBBC cannot designate a specific network design or designate specific equipment. SBBC has provided reference designs A and B as guides for Respondents, however in accordance with E-rate guidance, SBBC will use its evaluation criteria, outlined in Section 5 (beginning on page 15) of the RFP to evaluate Respondent proposals.

➤ **QUESTION #36:**

On OPTION 2 Dark Fiber, the vendor is required to bundle this service with the equipment that would light the fiber. Does the district wish the vendor to use the same equipment selections listed above, or is the vendor free to choose the equipment? Which is the preference?



ANSWER TO QUESTION #36:

In accordance with E-rate guidance, SBBC cannot designate a brand of equipment. SBBC has provided equipment references to outline capacity and functionality. Any equipment references should be viewed in accordance with E-rate's "or equivalent" standard. SBBC will evaluate proposals in accordance with standards outlined in section 5 (starting on page 15) of the RFP.

➤ **QUESTION #37:**

In the pricing spreadsheet, under OPTION 1, 2, and 3, there is a single column that is labeled Special Construction (Non-Recurring). E-Rate specifically separates these two types of charges. Special Construction is a one-time construction cost, whereas non-recurring are costs not including construction. We would recommend that you add an additional column for each.

ANSWER TO QUESTION #37:

SBBC has added a column for "Other Non-Recurring Charges" to the appropriate tabs on the Pricing Sheet.

➤ **QUESTION #38:**

The proposal certification (page 4 of 60) includes a statement that "Proposer agrees to be bound to any and all specifications, terms and conditions contained in the RFP". We understand the desire for all exceptions to RFP requirements to be handled through the question and answer period. However, it is likely that some issues will remain or be discovered even after the Q&A period ends, and the Certification as worded would seem to leave a vendor with no option but to no-bid, if issues remain. How can a Vendor with valid issues – which may be advantageous to SBBC - indicate the existence of those issues and still bid on the opportunity?

ANSWER TO QUESTION #38:

SBBC has and will maintain **the option** to reject all bids that do not meet the specifications outlined in the RFP. If a Respondent proposes partial relief or waiver of specific requirements, the vendor should outline the reasoning and the advantages to SBBC of this proposed partial relief or waiver. SBBC will consider this reasoning in making its determination to consider or disqualify the proposal. Any waiver of requirements will apply to **all proposals, in accordance with E-rate guidance.**

However, Respondents should keep in mind, that **fair and open competitive bidding is a bedrock of the E-rate program and if any waiver of requirements is granted, may be considered a compromise of fair and open competitive bidding, SBBC will not waive the requirement.**

➤ **QUESTION #39:**

Can SBBC adjust the SLA requirements addressed in section 4.2.12 (page 9 of 60) and in Attachment M 1.16 (page 46 of 60) to align with acceptable industry standards?

ANSWER TO QUESTION #39:

SBBC agree to set as new standard for latency commitment to be 10ms and for jitter commitment to be 10ms.



Latency and jitter requirements should be met if measured between site premise router managed by provider and hub premise router managed by provider

➤ **QUESTION #40:**

Requirement 4.2.12 (page 9 of 60) and Attachment M 1.16 (page 46 of 60). Can latency be calculated end to end at 30ms regardless of the number of fiber links in the path, as this provides a more predictable end user experience?

ANSWER TO QUESTION #40:

SBBC agree to set as new standard for latency commitment to be 10ms and for jitter commitment to be 10ms.

Latency and jitter requirements should be met if measured between site premise router managed by provider and hub premise router managed by provider

➤ **QUESTION #41:**

Section 4.4.1.2 (page 11 of 60) requires a vendor to provide a statement regarding litigation or regulatory action. This is a monumental task for a global company. Can this statement be limited to litigation involving similar school districts or limited in some other way?

ANSWER TO QUESTION #41:

The statement of litigation or regulatory action is not discretionary and must be provided by all Respondents. A statement which complies with all requirements Article 4.4.1.2 and which concerns litigation or regulatory action filed against the Respondent within the State of Florida would be responsive.

➤ **QUESTION #42:**

Section 6.6 (page 18 of 60) and section 7.19 (page 21 of 60) of the General Conditions requires indemnification of infringement claims. Is SBBC amenable to including industry standard exceptions: i.e., where the alleged infringement arises out of or results from (1) Customer's or a User's content; (2) modification the Service by Customer or a third party, or combinations of the Service with any non-[awarded vendor] services or products by Customer or others; (3) [awarded vendor]'s adherence to Customer's written requirements; or (4) use of a Service in violation of this Agreement.

ANSWER TO QUESTION #42:

No, SBBC is not willing to negotiate this.

➤ **QUESTION #43:**

Can Section 7.14 (page 21 of 60) be revised to make clear that the Florida Local Government Prompt Payment Act applies to this transaction?

ANSWER TO QUESTION #43:



That law will govern over any conflicting RFP provision.



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➤ **QUESTION #44:**

Section 7.18.1 (page 21 of 60) provides that the decision of SBBC will be final and binding on the parties. Will SBBC clarify that its decision will not prejudice the rights of the vendor in subsequent litigation?

ANSWER TO QUESTION #44:

It could.

➤ **QUESTION #45:**

Section 7.24 (page 22 of 60), please clarify if the vendor will be responsible for obtaining licenses and permits required for its work at its costs, and that SBBC will be responsible for obtaining any easements, rights-of-way or other consents required, at its cost.

ANSWER TO QUESTION #45:

As it clearly states, this section applies **only to SBBC school property**. The Respondent is required to acquire and pay for any permits, easements, rights-of way or other consents outside of school property.

*7.24 LIABILITY INSURANCE, LICENSES AND PERMITS: Where Awardees are required to enter or go onto **School Board property** to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.*

➤ **QUESTION #46:**

Section 7.37 (page 22 of 60) and 7.60 (page 25 of 60) of the General Conditions provides for application of SBBC Information Security Guidelines. Vendor has developed and maintains a Security Policy that is a comprehensive set of security control standards based in part on leading industry security standards (e.g., COBIT, ISO/IEC 27001:2005, etc.). Vendor's Security Policy encompasses all functions and services within the business, including network operations centers, all Vendor IDCs, and Vendor's Hosting & Cloud Services. Making any changes to the Security Policy could jeopardize the certification of this policy. Given the dynamic environments that Vendor supports, the Security Policy content is continually re-evaluated and modified as industry standard evolve and as circumstances require, and in most cases will exceed the requirements of SBBC Information Security Guidelines. We request that the negotiation of language would permit the Vendor's Security Policy compliance rather than the language of Section 7.37.

ANSWER TO QUESTION #46: The security guidelines serve as minimums, however bidders are able to exceed the minimums, at their discretion.

➤ **QUESTION #47:**

Section 7.55 (page 24 of 60) of the General Conditions requires a vendor to reduce the price of the service if the Awardee bids the same products and/or services a lower price than offered to SBBC or



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reduces the price of the product or service. Can the words, "to similar sized school districts in the State of Florida which have similar terms and contractual conditions", or similarly negotiated language? The E-Rate rules recognize that pricing is dependent upon the related terms and conditions.

ANSWER TO QUESTION #47:

SBBC will not waive this requirement.

➤ **QUESTION #48:**

Will SBBC modify Attachment G (page 39 of 60) to provide space for pricing options per requirement 5.11 (page 50 of 60)?

ANSWER TO QUESTION #48:

SBBC will waive requirements on Attachment G (page 39 of 60) to provide space for pricing options per requirement 5.11 (page 50 of 60).

5.11 Fully managed service price proposal: The Fully Managed Service Pricing includes pricing for symmetrical service from the hub to each location at 10G, 25G, 40G and possibly 100G bandwidths. Price quotes are requested for 120 months of service and should include provision for at least three (3) 5-year renewals. Prices must be all inclusive. "All inclusive" as used in this request for proposals includes all Special Construction or non-recurring costs required by the Proposer to commence service and all monthly recurring costs including all taxes, universal service (if charged), installation charges and other fees must be included in the requisite columns of the pricing sheet (Attachment G). No pricing increases will be allowed during the term.

➤ **QUESTION #49:**

Attachment J (page 42 of 60) Section 2.05 of the Sample Agreement permits SBBC to inspect Vendor records. Is SBBC agreeable to adding language that such inspection shall take place no more frequently than once per year, unless an inspection demonstrates the reasonable need for a more frequent inspection?

ANSWER TO QUESTION #49:

No, this is not agreeable to SBBC.

➤ **QUESTION #50:**

Attachment J (page 42 of 60) Section 2.05 and Section 6.4 (page 18 of 60) are in conflict of each other. Will SBBC consider negotiating section 6.4?

ANSWER TO QUESTION #50:

Section 2.05 is from the Sample Agreement and overrides the RFP.



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➤ **QUESTION #51:**

Attachment J (page 42 of 60) Section 3.14 of the Sample Agreement provides for venue in the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. Can the language be expanded to include, in an appropriate case, the United States District Court for the Southern District of Florida?

ANSWER TO QUESTION #51:

Yes, this change is legally acceptable.

➤ **QUESTION #52:**

Acceptable Use Policy. Is SBBC agreeable to including an industry standard Acceptable Use Policy for traffic that connects to the Internet?

ANSWER TO QUESTION #52:

The RFP requires no specific terms and conditions for an Acceptable Use Policy. The Respondent should include their standard in their response.

➤ **QUESTION #53:**

Attachment J (page 42 of 60). The Sample Agreement lacks an industry standard "limitations of liability/disclaimer" clause. Is SBBC agreeable to including or negotiating standard Limitation/Disclaimer similar to the language contained at Section 2.11 and 2.12 of an existing Agreement with SBBC?

ANSWER TO QUESTION #53:

No, SBBC is not willing to negotiate this.

➤ **QUESTION #54:**

Please explain the need for redundancy to individual schools (all levels—elementary/middle/high).

ANSWER TO QUESTION #54:

As per E-rate guidance, SBBC cannot designate a specific network design. SBBC has provided reference designs A and B as guides for Respondents, however in accordance with E-rate guidance, SBBC will use its evaluation criteria, outlined in Section 5 (beginning on page 15) of the RFP to evaluate Respondent proposals.

➤ **QUESTION #55:**

Are dual entrances required at each school? Or is the request just to ensure that each school is connected to multiple hubs and/or data centers?

ANSWER TO QUESTION #55:

As per E-rate guidance, SBBC cannot designate a specific network design. SBBC has provided reference designs A and B as guides for Respondents, however in accordance with E-rate guidance, SBBC will use its evaluation criteria, outlined in Section 5 (beginning on page 15) of the RFP to evaluate Respondent proposals.



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➤ **QUESTION #56:**

Can SBBC clarify if requirement 10.4.10 (page 57 of 60) applies to SBBC locations?

ANSWER TO QUESTION #56:

Requirement 10.4.10 states: *SBBC will provide entry/exit holes into buildings where they exist. Awardee shall include in the one-time construction fee costs, entry/exit holes/conduit construction where entry/exit holes do not exist.*

This requirement applies to every site. Most sites have existing conduit access but it may not be possible to use the existing conduit entry because it is occupied by another service provider's materials. Respondents should account for the construction costs in their bid.

➤ **QUESTION #57:**

Can SBBC clarify if requirement 10.4.23 (page 58 of 60) only applies on SBBC premises?

ANSWER TO QUESTION #57:

Requirement 10.4.23 states: *All splicing enclosures and handholes shall be of a type to be determined by SBBC.*

All conduits and associated junction boxes are to be designed and installed per NEC 2014 code requirements, SREF Building code and SBBC Design Criteria and Design Standards as indicated in Section 6.8 of the RFP.

➤ **QUESTION #58:**

Does requirement 10.4.41 (page 58 of 60) apply to any work conducted on SBBC premises or end-to-end?

ANSWER TO QUESTION #58:

Awardee is responsible for providing maps, drawings or aerial photographs of the route of installed cables and other hardware. This requirement applies to all fiber routes. SBBC wants to know the routes that feed the WAN.

➤ **QUESTION #59:**

Does requirement 10.4.42 (page 59 of 60) apply to outside plants and manholes only on SBBC properties?

ANSWER TO QUESTION #59:

Requirement 10.4.42 states: *Awardee will, in conjunction with SBBC, designate and decide on all termination locations, whether in-building, outside plant or in SBBC premises, including all hand-hole or manhole locations.*



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All conduits and associated junction boxes are to be designed and installed per NEC 2014 code requirements, SREF Building code and SBBC Design Criteria and Design Standards as indicated in Section 6.8 of RFP.

➤ **QUESTION #60:**

Does requirement 10.4.43 (page 59 of 60) apply to any work conducted on SBBC premises?

ANSWER TO QUESTION #60:

Requirement 10.4.43 states: *SBBC will in conjunction with Awardee designate or decide on all field splice locations, in-building splice locations (if applicable), or other splice locations necessary to connect the network.*

This statement applies only to splices on SBBC premises. All conduits and associated junction boxes are to be installed per NEC 2014 code requirements, SREF Building code and SBBC Design Criteria and Design Standards as indicated in Section 6.8 of RFP.

➤ **QUESTION #61:**

Does requirement 10.4.44 (page 59 of 60) apply to any work conducted on SBBC premises?

ANSWER TO QUESTION #61:

Requirement 10.4.44 states: *SBBC will approve all cable and hardware at SBBC premises only, prior to ordering or installation.*

SBBC has final approval for type cable and hardware used in installation.

➤ **QUESTION #62:**

Does requirement 10.4.45 (page 59 of 60) apply to any work conducted on SBBC premises?

ANSWER TO QUESTION #62:

Requirement 10.4.45 states: *SBBC will approve all hand-hole or building entrance hardware on SBBC premises only, prior to ordering or installation.*

Correct. The SBBC approval is obtained by submitting a permit request to the SBBC Building department and obtaining the approved SBBC permit. A permit request must be submitted per site location and all work will be inspected by SBBC Building inspectors. Any work that has failed inspections must be corrected and re-inspected.

➤ **QUESTION #63:**

Who is responsible for providing power, cooling and rack? Vendor or SBBC?



ANSWER TO QUESTION #63:

For termination rooms on SBBC premise, SBBC will be responsible for power, cooling, and rack space for the provider premise gear.

➤ **QUESTION #64:**

Please confirm the origination and destination [From where to where] for the following items:

- 3 ms Latency Commitment
- 4 ms Jitter
- .25% Packet Loss

ANSWER TO QUESTION #64:

This will be from circuit termination to circuit termination for all individual WAN transport circuits.

Please note that SBBC has changed the latency commitment to 10 ms.

As stated on page 46 of the RFP: *SBBC currently possesses a data center and hub location and its Technology Services and Support Center (TSSC) located at 7720 West Oakland Park Boulevard, Sunrise FL 33351, but will also add one (1) more hub site internet traffic load balancing in the future. This hub site address is still to be determined.*

So currently, Internet traffic will be received at the TSSC.

➤ **QUESTION #65:**

Regarding question 4.2.14, At which physical locations will BGP Peering sessions be terminated?

ANSWER TO QUESTION #65:

As stated on page 46 of the RFP, SBBC currently possesses a data center and hub location at its Technology Services and Support Center (TSSC) building located at 7720 West Oakland park Boulevard, Sunrise FL 33351, but will also add one (1) more hug site internet traffic load balancing in the future. This hub site address is still to be determined. So currently, all internet traffic will be received at the TSSC.

➤ **QUESTION #66:**

Regarding question 4.2.18, will the firewalls need to be located in a central location or distributed in specific locations? If distributed, please confirm the specific locations.

ANSWER TO QUESTION #66:

Firewall service is planned to be delivered from the one or two (1 or 2) hub sites. The initial delivery site for the purposes of this RFP is the Technology Services and Support Center (TSSC) located at 7720 West Oakland Park Boulevard, Sunrise FL 33351.



➤ **QUESTION #67:**

In reference to Diagram A& B, Would Vendor or SBBC need to provide the devices labeled as New Broadband Termination Equipment?

ANSWER TO QUESTION #67:

Respondent should provide all broadband termination equipment required to deliver service up to LAN handoff. Devices labeled "New Broadband Termination Equipment" at reference design diagrams are representing equipment which SBBC doesn't own.

➤ **QUESTION #68:**

Is the data center in diagram "Design A" an existing building or a future site?

ANSWER TO QUESTION #68:

This represents the future site. SBBC currently possesses a data center and hub location and its Technology Services and Support Center (TSSC) located at 7720 West Oakland Park Boulevard, Sunrise FL 33351, but will also add one (1) more hub site internet traffic load balancing in the future. This hub site address is still to be determined. So currently, Internet traffic will be received at the TSSC site.

➤ **QUESTION #69:**

If Vendor cannot meet the requested in-service date of July 1, 2019 due to length of permits to be granted, can the deadline be moved to a later date? If so, how does it affect grading in the evaluation process? Would points be deducted?

ANSWER TO QUESTION #69:

SBBC understands that all sites must be activated on the long-term WAN by June 30th, 2020 which is the last day of E-rate funding year 2019. SBBC hopes that respondents to this RFP will propose service where all sites are served beginning July 1, 2019, which is the first day of the 2019 E-rate funding year.

SBBC also understands that the Awardee will have to work closely with SBBC, USAC and the short-term WAN provider to accomplish this goal. SBBC requests that providers outline in detail their plan for cutover of specific sites. This requirement is outlined on page 47 of the RFP in the following requirement:

The new service date to begin is July 1, 2019. If Awardee cannot meet the July 1, 2019 start date for all sites, the Awardee shall provide a schedule of the anticipated start date for each site. SBBC will not switch services during scheduled instruction days. Winter Holiday Break, Spring Break, Summer Break and other holidays are optimal time for switchover of circuits. Please see the school calendar for exact dates at:

<https://www.browardschools.com/Page/2#calendar51101/20180824/month>

SBBC understands that installation for fiber construction as well as service delivery or lighting of dark fiber will be a significant undertaking for any Proposer. SBBC is bidding the project in this time to reasonably allow for a July 1, 2019 start date. SBBC will work with the vendor and with the E-rate administrator, the Universal Service Administrative Company (USAC), and the Awardee on timing of



transitions from current service to the newly bid service. The timing for request for E-rate reimbursement will display an awareness of E-rate guidelines regarding duplicative service SBBC also understands that Broward County is a fiber rich area with many fiber owners

➤ **QUESTION #70:**

Would SBBC be agreeable to negotiating Insurance Requirements?

ANSWER TO QUESTION #70:

SBBC fully anticipates that our vendor's insurance limits and financial strength will exceed our minimum requirements. We ask for minimal limits for all vendors in order to be fair and impartial but also to prevent customizing requirements due to the enormous volume of vendors a district our size has.

With that said, we will make some changes as it still remains to mention that these are "minimum" insurance requirements.

Just to be clear, the awarded vendor must maintain current coverage throughout the term of the agreement, as all vendors in doing business with SBBC.

➤ **QUESTION #71:**

Can you please confirm that RFP 19-096E and 19-097E are replacing RFP 19-041E? It appears the Internet and WAN options from RFP 19-041E have now been split into separate RFPs.

ANSWER TO QUESTION #71:

Correct: 19-069E and 19-097E replaced 19-041E.

➤ **QUESTION #72:**

Can the location information used to produce the Google Map of SBBC sites be shared with Respondents?

ANSWER TO QUESTION #72:

The information used to produce the Google Map is contained in the "SBBC Sites" tab of the Excel Pricing spreadsheet.

SECTION 4, INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.0 The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, 11/13/2018** at the following address in order to be considered: PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT; The School Board of Broward County, Florida; 7720 West Oakland Park Boulevard, Suite 323; Sunrise, Florida 33351-6704; **Attention: 19-097E WAN Fiber Options.**

Note: Cost of Services (hard-copy printout of Attachment G) should be submitted in a sealed envelope along with, but separate from, the remainder of proposal.

One complete, original hard-copy proposal (clearly marked as such), and **one complete, original electronic version** will constitute the original governing documents. The **electronic version (in PDF and Excel) on a Flash Drive** should be identical to the original proposal, including the **REQUIRED RESPONSE FORM** (Section 1), fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the electronic version, the **original** hard-copy proposal will be the governing document. Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the outer packaging (utilize **Attachment K**).

4.1 In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Remember to provide separate responses if bidding on more than one (1 options, taking care to not combine responses. Each group and option will be scored independently.

- 4.1.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.
- 4.1.2 **Table of Contents:** Include clear identification of the material by section and subsection number.
- 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- 4.1.4 **Required Response Form:** Section 1 of this RFP with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable

SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation. **Utilize the Additional Info tab in the Excel Spreadsheet (Attachment G) to explain if your answer is a yes, but with deviations. Clearly identify any deviations or exceptions.**

4.2 **Minimum Eligibility:** In order to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the proposal. The Proposer must also include a statement of acknowledgement for each item below.

Section	DESCRIPTION	Can your firm comply, meet and/or exceed minimum requirement? Indicate Yes or No in this column
GENERAL MINIMUM REQUIREMENTS – APPLIES TO ALL OPTIONS		
4.2.1	Proposer must meet or exceed the requirements of Section 7.1, Indemnification. Will your company meet or exceed the indemnification requirements as written in Section 7.1 for this contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.2	Proposer must show evidence of possessing a SPIN or having made application for a SPIN number at the time bid is submitted. Do you have a SPIN or have you applied for a SPIN?	<input type="checkbox"/> Yes <input type="checkbox"/> No

ATTACHMENT G, PRICING

PROPOSAL PRICING SHEET

FORM IS TO BE FILLED OUT ELECTRONICALLY, NO HANDWRITTEN PRICING SUMMARY SHEETS WILL BE ACCEPTED.

SPREADSHEET: Vendor **must** fill out the attached Pricing Summary Excel document electronically. No handwritten summary sheets will be accepted. Complete the Excel file and submit in .xls type format with your bid proposal response on the flash drive.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. Below are lists of the tabs:

SEE ATTACHED EXCEL (XLS.) PRICING SUMMARY SHEETS AS FOLLOWS:

- 1) Company Representative – Must be completed by Proposer
- 2) Option 1 LIT Pricing – Must be completed by Proposer
- 3) Option 2 DARK Pricing – Must be completed by Proposer
- 4) Option 3 DARK IRU Pricing – Must be completed by Proposer
- 5) Additional INFO – To be updated by Proposer, if needed
- 6) Cost Summary
- 7) SBBC Sites

NOTE: Excel documents have multiple tabs. Carefully review all tabs to be sure all information is submitted with your proposal.