

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA  
AGREEMENT  
FOR  
FIBER SERVICES TO METROPOLITAN AREA NETWORK SCHOOLS**

This **Agreement for Fiber Services to Metropolitan Area Network Schools** ("Agreement") is by and between City of Ocala ("CONTRACTOR") located at 110 SE Watula Avenue, Ocala, Florida, 34471 and The School Board of Marion County, Florida ("SCHOOL BOARD") located at 512 S.E. Third Street, Ocala, Florida 34471.

WHEREAS:

SCHOOL BOARD desires to contract for goods and/or services with CONTRACTOR;

CONTRACTOR is qualified to provide such goods and/or services; and

The parties wish to enter into this Agreement and to set forth the obligations of the parties;

WHEREFORE:

In consideration of the promises contained herein and intending to be bound thereby, the parties agree as follows:

1. **SCOPE OF WORK.** CONTRACTOR agrees to provide fiber services to SCHOOL BOARD as specified in:

A. Request for Proposal (RFP) #3641RC Fiber Services to Metropolitan Area Network Schools, which is attached as Exhibit A and incorporated herein.

B. RFP proposal submitted in response to RFP #3641RC Fiber Services to Metropolitan Area Network Schools by City of Ocala attached as Exhibit B and incorporated herein.

2. **COMPENSATION.** The cost of the goods and/or services shall not exceed **\$1,290,000.00 per year** of service for the term of **July 1, 2018** through **June 30, 2021**. **Billing by CONTRACTOR will begin after July 1, 2018.** In the event this agreement is renewed as stipulated in section 8, Term and Termination, the yearly cost for services will be reduced by 2% each year the agreement is renewed. The SCHOOL BOARD is to be invoiced on a monthly basis. Fees will be payable upon receipt of an invoice, except for fees that SCHOOL BOARD may dispute in good faith for reasons set forth in writing by SCHOOL BOARD within ten (10) days after receiving such invoice. All payments will be made pursuant to the "Local Government Prompt Payment Act," Chapter 218, Fla. Stats. (2016). Invoices for fees or other compensation for services or expenses shall be submitted to SCHOOL BOARD in detail sufficient for a proper pre-audit or post-audit thereof. CONTRACTOR shall comply with §218.74(4), Fla. Stat. (2016), in assessing any service charge to any overdue amounts under this Agreement.

3. **PAYMENT.** SCHOOL BOARD will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. Each invoice submitted to SCHOOL BOARD must include: (i) name and address of CONTRACTOR; (ii) a unique invoice number; (iii) a line item description of the total or extended price; (iv) the date of shipment; and (v) must reference the purchase order number. SCHOOL BOARD may choose to use a "Purchasing Card" for payment of CONTRACTOR invoices under this Agreement. CONTRACTOR agrees to accept payment by Purchasing Card and may not add additional handling charges or services fees to such payments.

4. **INSPECTION/ACCEPTANCE.** All goods and/or services provided under this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of SCHOOL BOARD. Payment shall not be authorized until the goods and/or services have been received, accepted, and properly invoiced. SCHOOL BOARD reserves the right to have rejected goods replaced by CONTRACTOR at the purchase price stipulated in this Agreement; or to return the rejected goods for full credit at the price charged. Transportation costs and any additional costs will be borne by CONTRACTOR in each instance. SCHOOL BOARD's rights with respect to rejection of material are not waived by failure to notify CONTRACTOR promptly upon receipt of delivery.

5. **QUANTITIES.** Quantities specified under this Agreement cannot be changed without SCHOOL BOARD approval. Goods shipped in excess of quantity designated shall be returned at CONTRACTOR's expense.

6. **SALES PROMOTIONS/PRICE REDUCTIONS.** Should sales promotions or price reductions occur that lower the price of the items listed in the Price Quote, CONTRACTOR shall extend to SCHOOL BOARD the lower price offered by any such promotions or reductions. Any price decreases made during the Agreement period because of market change, or otherwise, shall be passed on to SCHOOL BOARD.

7. **TAX EXEMPTION.** SCHOOL BOARD is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certificate of Exemption # 85-801262222C-6). A copy of the Certificate of Exemption shall be sent to CONTRACTOR upon request. SCHOOL BOARD's Federal Employer Identification Number is 59-6000734. CONTRACTOR doing business with SCHOOL BOARD will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the SCHOOL BOARD, nor will CONTRACTOR be authorized to use SCHOOL BOARD's Tax Exemption Number for securing any materials.

8. **TERM & TERMINATION.** This Agreement shall begin on **April 25, 2017**, and terminate at the end of the business day on **June 30, 2021**. Services and billing will not start earlier than July 1, 2018. Contingent upon satisfactory performance evaluations by SCHOOL BOARD and subject to the availability of funds, this agreement may, by mutual agreement between SCHOOL BOARD and CONTRACTOR, be renewable for up to four (4) additional, one (1) year periods. If needed, the agreement will be extended beyond the contract expiration date. SCHOOL BOARD may, whenever the interest of the SCHOOL BOARD so require, terminate the Agreement, in whole or in part, for the convenience of SCHOOL BOARD upon thirty (30) days written notice to CONTRACTOR. In the event SCHOOL BOARD terminates this Agreement, SCHOOL BOARD shall pay for all satisfactorily completed construction and/or services through the date of termination. Unless agreed otherwise in the notice of termination, CONTRACTOR shall incur no further obligations in connection with the Agreement. In the event any of the provisions of this

Agreement are violated by the CONTRACTOR, the Superintendent or designee will give written notice to the CONTRACTOR stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law. The CONTRACTOR will have the option to terminate the Agreement upon written notice to the Purchasing Specialist. Such notice must be received at least ninety (90) days prior to the effective date of termination. Cancellation of Agreement by CONTRACTOR may result in removal from Bidders/Proposer list for a period of three (3) years.

9. **EXCESS FUNDS.** Any party receiving funds paid by SCHOOL BOARD under this Agreement shall promptly notify SCHOOL BOARD of any funds erroneously received upon the discovery of such erroneous funds receipt. Any excess funds shall be refunded to SCHOOL BOARD. Excess funds paid by SCHOOL BOARD as the result of CONTRACTOR billing errors shall be refunded with interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments under § 55.03, Fla. Stats. (2016), applicable at the time the erroneous payment or overpayment was made.

10. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor for all purposes arising under this Agreement. CONTRACTOR and its officers, agents, or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of SCHOOL BOARD. No officer, agent or employee of CONTRACTOR or SCHOOL BOARD shall be deemed an officer, agent or employee of the other party. Neither CONTRACTOR nor SCHOOL BOARD, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave, or other leave benefits.

11. **INSURANCE.** Proof of insurance shall be furnished by the CONTRACTOR to the SCHOOL BOARD as stipulated in Section 18.0 of RFP 3641RC (Exhibit A).

12. **INDEMNIFICATION.** CONTRACTOR and SCHOOL BOARD are state agencies or political subdivisions as defined in § 768.28, Fla. Stat., (2016) and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law.

13. **FORCE MAJEURE.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

14. **ENTIRE UNDERSTANDING.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other understanding(s) and agreement(s) by the parties.

15. **GOVERNING LAW & VENUE.** This agreement and all transactions contemplated hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any litigation related hereto shall be in Marion County, Florida.

16. **COMPLIANCE WITH LAWS AND POLICIES.** Each party shall comply with all applicable federal and state laws, codes, rules, and regulations and SCHOOL BOARD policies in performing its duties, responsibilities, and obligations pursuant to this Agreement.

17. **PUBLIC RECORDS.**

A. To the extent that CONTRACTOR meets the definition of "contractor" under § 119.0701, Fla. Stats. (2016), and in addition to other contract requirements provided by law, the CONTRACTOR agrees that it is acting as a contractor on behalf of SCHOOL BOARD as provided under § 119.0701(a) and as such it will comply with Florida's Public Records Law. Specifically, CONTRACTOR agrees that it will:

i. Keep and maintain public records that ordinarily and necessarily would be required by SCHOOL BOARD in order to perform the services performed by CONTRACTOR under contract;

ii. Provide the public with access to such public records on request from SCHOOL BOARD'S custodian of public records;

iii. Provide SCHOOL BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

iv. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency;

v. Upon completion of the contract, transfer, at no cost, to SCHOOL BOARD all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SCHOOL BOARD, upon request from SCHOOL BOARD'S custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT:**

**Public Relations and Communication Officer:**  
**Kevin Christian, APR, CPRC, at (352) 671-7555,**  
**public.relations@marion.k12.fl.us or in person at**  
**420-A SE Alvarez Avenue, Ocala, Florida 34471.**

C. IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT:

Angel B. Jacobs, City Clerk, at (352) 629-8266,  
[ajacobs@ocalafl.org](mailto:ajacobs@ocalafl.org) or in person at 110 SE Watula Avenue,  
Ocala, Florida 34471.

18. **NON-DISCRIMINATION.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, pregnancy, gender, marital status, national origin, or religion, in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement.

19. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2016). This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought under this Agreement is barred by any applicable statute of limitations.

20. **INSPECTOR GENERAL AUDITS.** CONTRACTOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General or by any other Florida official with proper authority.

21. **NO THIRD PARTY BENEFICIARIES.** Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights in any third party.

22. **WAIVER.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Agreement and/or the policies of SCHOOL BOARD does not relieve CONTRACTOR of the indemnification provisions required by this Agreement.

23. **ASSIGNMENT.** Neither CONTRACTOR nor SCHOOL BOARD may assign or transfer any interest arising in or from this Agreement without the prior written consent of both parties. Should an assignment occur upon mutual consent, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

24. **AMENDMENT.** This Agreement may be amended only with the mutual consent of the parties, which shall be in writing and approved by SCHOOL BOARD.

25. **REPRESENTATIONS & WARRANTIES.** CONTRACTOR represents and warrants to SCHOOL BOARD under this Agreement that:

A. CONTRACTOR is not bound by any other contract, agreement, business relationship or other arrangement that would preclude it from entering into, or from fully performing, the services required under this Agreement;

B. CONTRACTOR affirms and certifies that none of CONTRACTOR's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, either denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;

C. CONTRACTOR affirms and certifies herein that it has not been convicted of a public entity crime as provided in § 287.133, Fla. Stats. (2016), to wit: A person or affiliate who has been placed on convicted CONTRACTOR list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 § 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted CONTRACTOR list;

D. CONTRACTOR shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority over its business activities, including but not limited to Chapter 287, Florida Statutes (2016), and Rule 60A, Florida Administrative Code (F.A.C.). CONTRACTOR shall further comply with Section 274 A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination. Violation by CONTRACTOR of any laws, rules, codes, ordinances, or licensing requirements shall constitute, on the date and time of any such violation, a material breach of this Agreement and serve as grounds for termination or nonrenewal of this Agreement;

E. The parties shall comply with the code of ethics for public officers and employees, Chapter 112, Florida Statutes; and

F. By accepting this Agreement, CONTRACTOR expressly warrants, in addition to implied warranties, that the materials furnished hereunder shall be free from latent and patent defects and in full conformity with the specifications contained in Exhibit A.

26. **PUBLICITY.** CONTRACTOR shall not use SCHOOL BOARD's name, logo, or other likeness, or of any school or office operated by Marion County Public Schools, in any press release, marketing materials, or other public announcement without SCHOOL BOARD's prior written approval.

27. **CONFLICTS.** To the extent that there is a conflict between this Agreement, the RFP (attached as Exhibit A), and the CONTRACTOR's submitted proposal in response to the RFP (attached as Exhibit B), the terms of this Agreement and the RFP shall be final and binding and this Agreement and the RFP shall control where in conflict with the CONTRACTOR's proposal.

28. **CERTIFICATIONS.** CONTRACTOR certifies, to the best of its knowledge and belief, that neither the company nor its principals:

A. Are not debarred, suspended, proposed for debarment, declared ineligible from operating or voluntarily excluded from participation in covered transactions by any federal, state or local department or agency.

B. Have not, within the five-year period prior to this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph B.

D. Have not within the five-year period prior to this Agreement had one or more public transactions terminated for cause or default.

CONTRACTOR shall notify SCHOOL BOARD within thirty (30) days after occurrence of any of the events, actions, debarments, proposals, exclusions, convictions, judgments, indictments, or terminations as described in paragraphs (A-D) above, with respect to CONTRACTOR or its principals.

29. **JESSICA LUNSFORD ACT.** The State of Florida's Jessica Lunsford Act requires all individuals who are permitted access on school grounds when students are present, individuals who may have direct contact with children or any student of SCHOOL BOARD, or who may have access to or control of school funds must be fingerprinted and background checked. CONTRACTOR shall require that all individuals in CONTRACTOR's organization in any such category submit to a level 2 FDLE background check and FBI screening, including fingerprinting, at the sole cost of the CONTRACTOR. If background screening is required in accordance with the Scope of Work stated in paragraph one (1) of this Agreement, CONTRACTOR shall not provide any services until SCHOOL BOARD provides CONTRACTOR with notice of clearance and issues official School District badges. All CONTRACTOR's employees must register as a visitor before entering SCHOOL BOARD property and properly display their School District badges.

30. **CONFLICT OF INTEREST.** CONTRACTOR must disclose the name of any officer, director, or agent who may be employed by the SCHOOL BOARD. CONTRACTOR must disclose the name of any SCHOOL BOARD employee who owns, directly or indirectly, any interest in CONTRACTOR or any affiliated business entity.

31. **GRATUITIES.** CONTRACTOR shall not, either directly or indirectly: (1) offer, give, or provide any tangible item of value to anyone as consideration for any SCHOOL BOARD employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone a tangible item of value for the benefit of, or at the direction or request of, any SCHOOL BOARD employee.

32. **E-VERIFY.** In accordance with Executive Order 11-116, CONTRACTOR shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. CONTRACTOR shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

33. **PERFORMANCE DEFICIENCY.** SCHOOL BOARD shall notify CONTRACTOR of any performance deficiency and required corrective action, which deficiency and correction shall be made within a reasonable time-frame specified by SCHOOL BOARD. Upon request, CONTRACTOR shall provide SCHOOL BOARD with a corrective action plan describing how CONTRACTOR will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to SCHOOL BOARD, CONTRACTOR will be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage will be applied to the invoice for the then-current billing period and shall be withheld from payment until CONTRACTOR satisfactorily resolves the deficiency. Upon satisfactory resolution of a performance deficiency, CONTRACTOR may invoice SCHOOL BOARD for the retained amount during the next billing period. If CONTRACTOR is unable to resolve the deficiency, the funds retained will be forfeited to SCHOOL BOARD.

34. **FUNDING OUT PROVISION.** § 1011.14, Fla. Stats. (2016) prohibits School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements. It is necessary that fiscal funding out provisions be included in all agreements derived from proposals in which the terms are for periods longer than one (1) year: Such prior written notice will state:

- A. That the lack of appropriate funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in the Agreement from another vendor in the succeeding funding period.

"This written notification will thereafter release the District of all further obligations in anyway related to the services covered herein."

35. **NOTICES.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

The School Board of Marion County, Florida  
Attn: Purchasing Department  
506 SE 3<sup>rd</sup> Avenue  
Ocala, Florida 34471  
Email: Rick.Collins@marion.k12.fl.us  
Fax: (352) 671-7504

The City of Ocala  
Attn: J. Mel Poole  
1805 NE 30<sup>th</sup> Avenue, Bldg. 500  
Ocala, Florida 34470  
Email: MPoole@Ocalafl.org  
Fax Number: (352) 401-6902



or to such other address(es) as the parties may mutually designate by notice complying with the terms of this Agreement. Each such notice shall be deemed delivered:

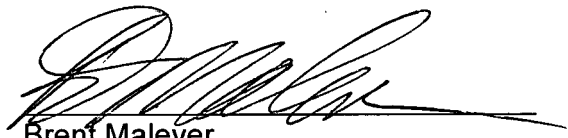
- (a) On the date delivered, if by personal delivery,
- (b) On the date faxed or emailed, if by facsimile or email, and
- (c) On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, if mailed.

36. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth below.

**CITY OF OCALA**

**THE SCHOOL BOARD OF MARION  
COUNTY, FLORIDA**

  
Brent Malever  
President, City Council


  
Kelly King Board Chair

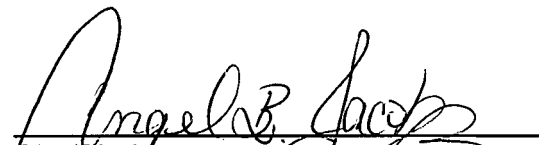
Date: 4-4-17

Date: APR 25 2017

**Approved as to form and legality:**

**Attest:**

  
City Attorney  
**W. James Gooding III**  
Assistant City Attorney

  
City Clerk

**ACCEPTED BY CITY COUNCIL**  
April 4, 2017  
DATE  
**OFFICE OF THE CITY CLERK**



**Exhibit A. – RFP #3641RC Fiber Services to Metropolitan Area Network Schools**



Marion County Public Schools  
Purchasing Department  
506 S.E. Third Avenue  
Ocala, FL 34471  
Fax (352) 671-7504

Date: February 15, 2017

**RE: Addendum #2**

**RFP No. # 3641RC**

**RFP Name: Fiber Services to Metropolitan Area Network Schools**

To Whom It May Concern:

Please incorporate the following change(s), clarification and/or addition(s) into the above mentioned bid:

**At the top of Page 9 of RFP 3641RC, under the sentence that states "Awarded vendor to provide PRIORITY restore services to the following identified school shelters if activated:"**

**Delete Dunnellon High from the list of 14 schools. Fiber Services to Dunnellon High are already provided under one of the Districts other existing fiber contracts.**

You will find the Acknowledgement of Addenda form on page **29** of the original RFP document; please complete to confirm receipt of this addendum.

Sincerely,  
Rick Collins  
Purchasing Department



Marion County Public Schools  
Purchasing Department  
506 S.E. Third Avenue  
Ocala, FL 34471  
Fax (352) 671-7504

Date: January 18, 2017

**RE: Addendum #1**

**RFP No. # 3641RC**

**RFP Name: Fiber Services to Metropolitan Area Network Schools**

To Whom It May Concern:

Please incorporate the following change(s), clarification and/or addition(s) into the above mentioned bid:

- **Non-Mandatory Site Visits on January 24, 2017**

The District has received a request for a site visit to two of the locations listed in the RFP. These locations are 1) Data Center and 2) Lake Weir High School.

The District will allow interested proposers to visit these sites on January 24, 2017. The site visits will be led by Anthony Clarke and/or Gary McCallum and will begin at the Data Center which is located at 420-B SE Alvarez Avenue, Ocala, Florida, 34471 beginning at 8:30 AM. From there, the site visit will continue to Lake Weir High School located at 10351 SE Maricamp Road, Ocala, Florida, 34472.

If any proposer would like to visit other additional sites on January 24, 2017, you must notify [rick.collins@marion.k12.fl.us](mailto:rick.collins@marion.k12.fl.us) of your request so that it can be added to the site visit schedule. Any additional sites added will be visited after the Lake Weir High School site visit.

You will find the Acknowledgement of Addenda form on page **29** of the original RFP document; please complete to confirm receipt of this addendum.

Sincerely,  
Rick Collins  
Purchasing Department

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL (RFP) WITH INVITATION TO NEGOTIATE**

**REQUIRED RESPONSE FORM (Pgs. 1 &2)**

**RFP # 3641RC**

**DATE: January 12, 2017**

**TITLE: Fiber Services to Metropolitan Area Network Schools**

**This proposal must be submitted to The School Board of Marion County, Florida (District or School Board), Purchasing Department, 506 S.E. 3<sup>rd</sup> Avenue, Ocala, Florida 34471, no later than 2:00 PM, Wednesday, March 1, 2017 and plainly marked RFP # 3641RC - Fiber Services to Metropolitan Area Network Schools. Proposals are due and will be opened at that time. School Board Approval Date: April 25, 2017**

**CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL**

The District takes its public records responsibilities, as provided under Chapter 119, Fla. Stat. (2016) and Article 1, Section 24 of the Florida Constitution, very seriously. If Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Fla. Stat. (2016), the Florida Constitution or other legal authority, Proposer must also simultaneously provide District with a separate redacted copy of its complete response. That redacted copy shall contain the District solicitation name, RFP number, and the name of the Proposer on the cover, which shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions that are claimed to be confidential, proprietary, or trade secret. In compliance with § 119.07(1)(e), Fla. Stat. (2016), Proposer must "state the basis for the exemption" that Proposer "contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute."

Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise exempt from disclosure. Further, Proposer shall protect, defend, and indemnify the District for any and all claims arising from or related to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise exempt from disclosure.

The District shall have no responsibility or duty to verify whether any redacted material is exempt from Chapter 119, Fla. Stat. (2016). Proposer shall have and retain full exemption verification responsibility.

If the Proposer fails to submit a Redacted Copy with its response, District is authorized to produce the entire documents, data or records submitted by Proposer in its response to a public records request for such records.

I have read and understand my responsibilities regarding any purported confidential, proprietary or trade secret material contained in this proposal.

Included Redacted Copy with Submitted Response (Y/N) \_\_\_\_\_

\_\_\_\_\_  
Signature of Proposer Signing Agreement

**REQUIRED RESPONSE FORM (continued)**

**PROPOSAL CERTIFICATION**

I certify that I am submitting the following information as my company's proposal. I further understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I certify full, complete and unconditional acceptance of the contents of Pages 1 through 42 inclusive of this Request for Proposal, as well as all appendices and contents of any subsequent Addendum released hereto. Proposal must be signed by an officer or employee having legal authority to bind Proposer. I, the undersigned Proposer, have not divulged, discussed, or compared this proposal with any other Proposer. Proposer further certifies that Proposer has not colluded with any other proposer or entity in the preparation of this Proposal in order to gain an unfair advantage in the award of this proposal. Proposer's execution of this document shall initiate employee investigations' procedures in accordance with § 1012.32, Fla. Stat. (2016).

PROPOSER (firm name): \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

PRINTED NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT PERSON'S ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

INTERNET URL: \_\_\_\_\_

PROPOSER TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

**NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.**

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA**  
**REQUEST FOR PROPOSAL #3641RC FOR**  
**FIBER SERVICES TO METROPOLITAN AREA NETWORK SCHOOLS**

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- 14.0 DEFAULT
- 15.0 LEGAL REQUIREMENTS
- 16.0 FEDERAL AND STATE TAX
- 17.0 CONFLICT OF INTEREST
- 18.0 INSURANCE REQUIREMENTS
- 19.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT
- 20.0 PUBLIC RECORDS LAW
- 21.0 PERMITS AND LICENSES
- 22.0 INTELLECTUAL PROPERTY RIGHTS
- 23.0 COST INCURRED IN RESPONDING
- 24.0 SUB-CONTRACTS
- 25.0 INDULGENCE
- 26.0 JOINT PROPOSAL
- 27.0 PUBLIC ENTITY CRIMES
- 28.0 USE OF OTHER CONTRACTS
- 29.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT
- 30.0 POSSESSION OF FIREARMS / DRUG FREE WORKPLACE
- 31.0 AGREEMENT
- 32.0 POSTING OF RFP TERMS & CONDITIONS / SPECIFICATIONS
- 33.0 POSTING OF RFP RECOMMENDATION / TABULATIONS
- 34.0 BACKGROUND SCREENING REQUIREMENTS
- 35.0 PRESS RELEASES AND PUBLICITY

**ATTACHMENTS**

- A. Drug-Free Workplace Certification Form
- B. Acknowledgement of Addenda
- C. Statement of No Bid
- D. Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction (with Instructions for Certification)
- E. Agreement for Goods and/or Services Contract Template

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA  
REQUEST FOR PROPOSAL #3641RC FOR:  
"FIBER SERVICES TO METROPOLITAN AREA NETWORK SCHOOLS"**

**1.0 INTRODUCTION**

1.1 This is a Request for Proposal (RFP) to The School Board of Marion County, Florida ("District").

1.2 The District desires to engage a firm to provide FIBER services to the **Metropolitan Area Network Schools** listed on 8.1 to District Data Center located at 420-B SE Alvarez Ave. Ocala, Florida 34471, per the specifications under 8.0 Scope of Services.

Wireless Connectivity will not be accepted as alternate solution or primary solution. Technical assistance, warranty, engineering, compatibility and references for similar projects should be demonstrated as part of the proposal. The evaluation process will consider ranking for each area disclosed in this Request for Proposals. Based upon the committee's tabulation, recommendation for award will be made to the School Board for the vendor/contractor(s) with the highest attained score.

1.3 All terms and conditions of this RFP, any addenda, Proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

1.4 Document files may be examined, during normal working hours; thirty days after proposals have been opened or once a notice of an intended decision is made, whichever comes first.

1.5 Unless otherwise indicated in the proposal document, any solicitation downloaded from sources other than District's Purchasing Department website may not be the official and final version, and may result in the rejection of a quote/submittal/bid/proposal if not based upon an accurate rendition of the solicitation.

**2.0 INSTRUCTIONS TO PROPOSER**

2.1 All proposals must be received no later than 2:00 PM, on March 1, 2017. If a proposal is transmitted by U.S. Mail or other reliable delivery medium, the Proposer(s) will be responsible for its timely delivery to the Purchasing Department, 506 S.E. 3<sup>rd</sup> Avenue, Ocala, Florida 34471. Proposer(s) must mark each envelope with the RFP number and Title of the RFP.

2.2 Any proposal received after the stated time and date will not be considered and will be returned unopened to the Proposer(s).

2.3 One (1) manually signed, individually bound original (marked as original) and six (6), individually bound photocopies of the proposal (marked as copy) must be sealed in one package and clearly labeled "**RFP 3641RC - Fiber Services to Metropolitan Area Network Schools**" on the outside of the package. The legal name, address, Proposer's contact person, and telephone number must also be clearly annotated on the outside of the package.

2.4 All proposals must be signed by an officer or employee having full, current authority to legally bind Proposer(s).

2.5 Any corrections of unit prices must be initialed by Proposer(s), including corrections made using opaque correction Fluid or any other usual and generally acceptable method of correction.

2.6 Proposer should become familiar with any local conditions which may affect the services required. Proposer(s) must carefully examine the RFP terms to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract.



No additional allowance(s) will be permitted due to lack of knowledge of such conditions.

2.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 consecutive calendar days, to provide the District with the services specified in the proposal.

2.9 DELIVERY OF RFP's: Proposers must follow District's security access procedures if hand-delivering any RFP, which are as follows:

District supports and complies with the Americans with Disabilities Act of 1990 and will take all reasonable steps to accommodate individuals using District's services, programs and activities. Where applicable, all goods and/or construction must meet the provisions of the Americans with Disabilities Act of 1990, as adopted in January 1992. Requests for reasonable accommodations must be made at least two (2) business days in advance of the event or stated requirement.

A. Park in visitors' parking area.

B. Enter building through the front door.

C. Proceed to the Purchasing Department located at 506 S.E. 3<sup>rd</sup> Avenue, Ocala, Florida 34471.

D. Present RFP to Purchasing Department receptionist for official date/time stamping.

E. Pre-Bid Meetings and Openings will be held in the Purchasing Conference Room, located at 506 S.E. 3<sup>rd</sup> Avenue, Ocala, Florida 34471.

### 3.0 TIME SCHEDULE

3.1 District will attempt to use the following time schedule for selection of Proposer(s):

All written questions and inquiries are due	February 22, 2017 – See P. 6, Section 6.1
Proposals due not later than 2:00 PM	March 1, 2017
Evaluation Committee Meeting	March 7, 2017 @ 1:30 PM, Purchasing Dept.
Proposer Interviews (if needed)	March 21, 2017
Interview Evaluation Committee Meeting (if needed)	March 21, 2017 @ 3:30 PM, Purchasing Dept.
Submit Evaluation Results to School Board by	April 7, 2017
School Board Approval Date	April 25, 2017

3.2 Notification of any changes to the time schedule will be made to Proposers by e-mail.

3.3 Respondents to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and state holidays, any employee or officer of District concerning any aspect of this solicitation, except in writing to the procurement officer or as otherwise provided in the solicitation documents. Violation of this provision may constitute grounds for rejecting a response.

### 4.0 AWARD

4.1 District reserves the right to accept or reject any or all proposals.

4.2 District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

4.3 District reserves the right, before awarding the contract, to require Proposer(s) to submit evidence of

qualifications or any other information District may deem necessary.

4.4 District reserves the right, prior to School Board approval, to cancel the RFP or portions thereof, without penalty.

4.5 District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of District; and (2) District reserves the right to reject any and/or all items proposed or award to multiple Proposers.

4.6 The proposal with the highest rating will be ranked first; however, nothing herein will prevent The District from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.

4.7 District reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, District reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

#### 5.0 TERM OF CONTRACT / RENEWAL

5.1 The term of this contract shall be from April 25, 2017 through June 30, 2021, and may, by mutual agreement between District and the awardee(s), be renewable for up to four (4) additional, one (1) year periods. If needed, the contract will be extended beyond the contract expiration date. Once School Board has approved, the final results will be posted on our website. Services and billing will NOT start earlier than July 1, 2018. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.

#### 6.0 RFP INQUIRIES

6.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than February 22, 2017. Questions received in writing within the required timeframe will be answered in writing. Rick Collins is authorized only to direct the attention of prospective Proposers to various portions of the RFP, so that they may read and interpret such for themselves. Neither Mr. Collins nor any employee of District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

Send all inquiries to attention: Mr. Rick Collins  
Purchasing Department  
The School Board of Marion County, Florida  
506 S.E. 3<sup>rd</sup> Avenue  
Ocala, Florida 34471  
Rick.Collins@marion.k12.FL.us

6.2 If necessary, an addendum will be posted on the Purchasing Website.

6.3 Copies of addendum will be made available for inspection at District's Purchasing Department where proposal documents will be kept on file.

6.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

6.5 No verbal or written information which is obtained other than by information in this document or by

addendum to this RFP will be binding on District.

**7.0 LOBBYING**

7.1 PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR SCHOOL BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP

UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED IN THE PURCHASING DEPARTMENT. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

7.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A SCHOOL BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE SCHOOL BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.

7.3 ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLA. STAT. (2016). FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT.

7.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.

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## 8.0 SCOPE OF SERVICES

The School Board of Marion County, Florida (SBMC) **CURRENT** school/department data network:

- 46 School/Department Sites with 1 GB FIBER Service depending on site (see 8.1)
- 1 Data Center Site with 10 GB FIBER Service and 1 School Site (Lake Weir High) with 10 GB FIBER Service.

Summary:

- Provide LAYER 2 FIBER Service (with upgrade capability) for 47 school sites and 1 Data Center. Service must be available to district/school by July 1, 2018. See 8.1.

### **Required specifications for FIBER SERVICES:**

Current FIBER Services are provided by CenturyLink for schools listed in 8.1. The existing contract period expires on June 30, 2018.

- Services requested will be effective as of July 1, 2018. The district reserves the right to adjust the service start date.
- Service Year 1 pricing effective July 1, 2018. This will align the billing and contract dates with the E-Rate funding cycle.
- Four year contract with (4) one year renewals.
- Separate billing for each site location.
- Ability to add addendums (additional sites) and upgrade capability to listed sites (see 8.1.).
- Provide access to call center 24X7 for selected SBMC personnel and email address for notification / communication of network outages.
- Provide Web utilization reports and additional traffic analysis.
- Circuits must support IP Routing, VoIP, Video and multicast transport services.
- Provide support and services for WAKE on LAN technologies.
- Circuits must support low latency (less than 5ms) for data, VoIP, and video services.
- QOS for data, VOIP and video streaming.
- Provide "READ" access to SNMP community for SBMC network monitoring.
- 1 GB to (31) listed locations (see 8.1) with upgrade capability.
- 10 GB to (15) listed locations (see 8.1) with upgrade capability.
- 40 GB to (2) listed locations (see 8.1) with upgrade capability.
- If SBMC requests any additional bandwidth upgrades awarded vendor must be able to implement the upgrade within 120 days.
- Substantial completion to 80% of sites listed in 8.1. by January 1, 2018.
- 100% completion of ALL sites listed in 8.1. by April 25, 2018.
- Recommended vendor for award will be expected to comply with the attached Goods and Services Agreement Template. See Attachment E.

### **Service Availability Guarantee**

- Network must remain available for 99.999% of the time.
- Response/Communication time for outages is one hour or less to district.
- Mean Time to Restore (MTTR) interval 2-4 hours.
- Service credit applied to SBMC billing for any outage greater than 4 hours. Complete and Submit with RFP Proposal the Service Interruption Length Credit.

Awarded vendor to provide PRIORITY restore services to the following identified school shelters if activated:

1. Belleview High
2. Belleview Middle
3. Dunnellon High
4. Forest High
5. Ft. McCoy
6. Hammett Bowen Elementary
7. Horizon Academy at Marion Oaks
8. Lake Weir High
9. Liberty Middle
10. Madison Street Academy
11. North Marion Middle
12. Saddlewood Elementary
13. Vanguard High
14. West Port High

**Vendor Required to Provide Standard SLA Credit:**

<b><u>Service Interruption Length</u></b>	<b><u>Credit</u> - Monthly Recurring Charge (MRC)</b>
➤ 30 minutes to < 4 hours	____ % of MRC
➤ 4 hours to < 8 hours	____ % of MRC
➤ 8 hours to < 16 hours	____ % of MRC
➤ 16 hours to < 24 hours	____ % of MRC
➤ 24 hours	____ % of MRC

**Maintenance**

- Scheduled maintenance is any maintenance at vendor's demarcation point to which SBMC circuit is connected and is scheduled according to customers or vendors request and mutually agreed upon by both parties. SBMC must receive at least 48 hours' advance notice of service impacting scheduled maintenance.
- Emergency maintenance is performed in order to promptly respond to and resolve emergency issues associated with service. SBMC will be contacted by vendor when emergency maintenance has been performed.

**Optional Services**

- **SBMC requesting optional (Non-Eligible ERATE) INTERNET service located at Lake Weir High School** - 10351 SE Maricamp Rd, Ocala, FL 34472. SBMC requesting a minimum of 100 MB INTERNET service (billable commitment) burstable to a minimum of 1 GB. Provide billable daily rate for service above 100 MB if utilized.

## UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

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

- **USF Knowledge**  
Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate").
- **USF Registration**  
Vendor shall submit with its proposal a valid Service Provider Identification Number ("SPIN") and a valid Federal Communications Commission Registration Number ("FCCRN").
- **USF Participation**  
Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company ("USAC"), and any agency or organization administering the E-rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor's services and/or products.
- **Lowest Corresponding Price**  
The Lowest Corresponding Price Rule ("LCP Rule"), 47 CFR § 54.511 (b), prohibits Vendor from ever charging the District more for E-rate eligible goods or services than it charges similarly situated non-residential customers for similar goods or services, unless it can prove that the lowest corresponding price ("LCP") is not "compensatory."
  - The District is not obligated to ask for the LCP; it must receive it.
  - If, at the time of delivery, the LCP is lower than the agreed-upon price, Vendor must charge the LCP.
  - Promotional rates that Vendor offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
  - There is a rebuttable presumption that rates offered within the previous three years are still compensatory.
  - Vendor may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to the District or that none of its contracts cover goods or services identical to those sought by the District.
  - The FCC will permit Vendor to charge the District more than the LCP only when it can prove to the agency that the LCP is not "compensatory" – i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to the District than it would to provide similar goods and/or services to similarly situated non-residential customers. Some factors that could affect the cost of service are volume, mileage from facility, and length of contract.
- **USF Documentation**  
Vendor shall provide to District staff and/or the District's E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that

Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

o **Invoicing Procedures**

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number ("FRN")
- Vendor's signature on invoice attesting to the accuracy and completeness of all charges
- Detailed description of services performed and materials supplied that matches District's contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
- Invoice on Vendor's letterhead or on a Vendor-generated form
- District's Billed Entity Number
- District's Federal Communications Commission Registration Number
- Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")

o **USF Discounted Invoicing and Reimbursement Processes**

Vendor shall, at the District's request, either (a) invoice the District only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance [Discounted Invoice Process] or (b) invoice the District in full for eligible products and services [Reimbursement or "BEAR" Process].

▪ **Discounted Invoice Process**

— Invoicing

Within fourteen (14) days from the date that Vendor delivers to the District, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor's contract with the District, Vendor must invoice the District for its share of the pre-discount cost of those materials or services.

— Timely Filing

Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.

— Invoice Rejection

Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

— District Approval

Vendor shall submit to the District for its review and approval before submitting it to USAC for payment, a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to

the District. The District shall not unreasonably delay or withhold approval of Vendor's USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

▪ **Reimbursement Process**

— Service Provider Annual Certification

Vendor understands that the District's ability to file a FCC Form 472 to start the BEAR process is dependent upon the Vendor filing a FCC Form 473, Service Provider Annual Certification form for the relevant funding year. Moreover, Vendor understands and agrees that its failure to file the Form 473 in a timely manner will adversely affect the District's operations and may prohibit the District from being able to receive reimbursement monies that it is entitled to receive. If the District is unable to receive reimbursement money due to the lack of a Form 473 from the Vendor, the Vendor will be liable to the District for any monies that the District was unable to collect from the USF program due to the Vendors lack of a Form 473.

▪ **Delayed USF Funding Commitment**

Vendor understands that, due to circumstances beyond the District's control, the District may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.

— Retroactive Invoicing

When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved service to the District began, whichever date is later.

▪ **USF Audit and Document Retention Requirement**

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's 470 and 471



- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- Where applicable, non-recurring services should be provided prior to September 30th and recurring services provided prior to June 30th of the relevant E-rate funding year

Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the District and when

- If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
- If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format

### **Contract Term Modification**

The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").

**8.1 \*School and Department Sites – MANAGED FIBER DATA SERVICES**

<u>Current Service</u>	<u>Current Capacity</u>	<u>Upgrade</u>	<u>Location</u>	<u>School/Department</u>
Fiber	10 GB	40 GB	420-B SE Alvarez Ave Ocala, FL 34471	Data Center
Fiber	1 GB	1 GB	9501 NE Jacksonville Rd Anthony, FL 32617	Anthony Elementary
Fiber	1 GB	1 GB	5556 SE Hwy 484 Belleview, FL 34420	Belleview Elementary
Fiber	1 GB	10 GB	10400 SE 36th Ave Belleview, FL 34420	Belleview High
Fiber	1 GB	10 GB	10500 SE 36th Ave Belleview, FL 34420	Belleview Middle
Fiber	1 GB	1 GB	9600 S. U.S. Hwy 441 Belleview, FL 34420	Belleview-Santos Elementary
Fiber	1 GB	1 GB	1330 SW 33rd Ave Ocala, FL 34474	College Park Elementary
Fiber	1 GB	10 GB	1014 SW 7th Rd Ocala, FL 34474	Marion Technical College
Fiber	1 GB	1 GB	1900 SW 5th St Ocala, FL 34474	Dr N.H. Jones Elementary
Fiber	1 GB	1 GB	14550 NE 14th St Rd Silver Springs, FL 34488	East Marion Elementary
Fiber	1 GB	1 GB	404 Emerald Rd Ocala, FL 334472	Emerald Shores Elementary
Fiber	1 GB	1 GB	4000 NE W. Anthony Rd Ocala, FL 34475	Evergreen Elementary
Fiber	1 GB	1 GB	4200 NW 89th Pl Ocala, FL 34482	Fessenden Elementary
Fiber	1 GB	10 GB	5000 SE Maricamp Rd Ocala, FL 34480	Forest High
Fiber	1 GB	10 GB	545 NE 17th Ave Ocala, FL 34470	Fort King Middle
Fiber	1 GB	10 GB	16160 NE Hwy 315 Ft McCoy, FL 32134	Fort McCoy School
Fiber	1 GB	1 GB	207 Midway Rd Ocala, FL 34472	Greenway Elementary
Fiber	1 GB	1 GB	4397 SW 95th St Ocala, FL 34476	Hammett Bowen Elementary
Fiber	1 GB	1 GB	8445 SE 147th Pl Summerfield, FL 34491	Harbour View Elementary
Fiber	1 GB	1 GB	3143 SE 17th St Ocala, FL 34471	Hillcrest School
Fiber	1 GB	10 GB	365 Marion Oaks Dr Ocala, FL 34473	Horizon Academy
Fiber	1 GB	10 GB	1108 Martin Luther King Jr Ave Ocala, FL 34475	Howard Middle School
Fiber	10 GB	40 GB	10351 SE Maricamp Rd Ocala, FL 34472	Lake Weir High
Fiber	1 GB	10 GB	10220 SE Sunset Harbor Rd Summerfield, FL 34491	Lake Weir Middle
Fiber	1 GB	1 GB	8496 Juniper Road, Ocala, Florida 34480	Legacy Elementary
Fiber	1 GB	10 GB	4773 SW 95th St Ocala, FL 34476	Liberty Middle
Fiber	1 GB	1 GB	401 NW Martin Luther King Jr Ave Ocala, FL 34475	Madison Street Elementary
Fiber	1 GB	1 GB	4751 SE 24th St Ocala, FL 34471	Maplewood Elementary
Fiber	1 GB	10 GB	1614 SE Ft King St Ocala, FL 34471	Marion Technical Institute
Fiber	1 GB	1 GB	280 Marion Oaks Trail Ocala, FL 34473	Marion Oaks Elementary
Fiber	1 GB	10 GB	151 W Hwy 329 Citra, FL 32113	North Marion High
Fiber	1 GB	10 GB	2085 W Hwy 329 Citra, FL 32113	North Marion Middle
Fiber	1 GB	1 GB	1112 NE 28th St Ocala, FL 34470	Oakcrest Elementary
Fiber	1 GB	1 GB	5757 NE 40th Ave Rd Ocala, FL 34479	Ocala Springs Elementary
Fiber	1 GB	1 GB	3700 SW 43rd Ct Ocala, FL 34474	Saddlewood Elementary
Fiber	1 GB	1 GB	5959 S Magnolia Ave Ocala, FL 34474	Shady Hill Elementary
Fiber	1 GB	1 GB	2831 SE Lake Weir Ave Ocala, FL 34471	South Ocala Elementary
Fiber	1 GB	1 GB	2525 E Hwy 329 Sparr, FL 32192	Sparr Elementary
Fiber	1 GB	1 GB	16700 SE 134th Terr Weirsdale, FL 32195	Stanton Weirsdale Elementary
Fiber	1 GB	1 GB	375 Marion Oaks Course Ocala, FL 34473	Sunrise Elementary
Fiber	1 GB	10 GB	7 NW 28th St Ocala, FL 34475	Vanguard High School
Fiber	1 GB	1 GB	537 SE 36th Ave Ocala, FL 34471	Ward Highlands Elementary
Fiber	1 GB	10 GB	3733 SW 80th Ave Ocala, FL 34481	West Port High
Fiber	1 GB	1 GB	511 NE 12th Ave Ocala, FL 34470	Wyomina Park Elementary
Fiber	1 GB	1 GB	1105 SW 7th Rd Ocala, FL 34470	Facilities and Maintenance
Fiber	1 GB	1 GB	3040 NW 10th St Ocala, FL 34475	MRJDC
Fiber	1 GB	1 GB	5470 NW Gainesville Rd Ocala, FL 34479	Transportation
Fiber	1 GB	1 GB	10420 NW Gainesville Rd Lowell, FL 32663	Marion Youth Academy

## **8.2 Budget & Pricing**

All vendors must fill out the following cost breakdown for the implementation of their solution for School Board of Marion County's project as described in this RFP.

*The remainder of this page is intentionally left blank*

### 8.3. Cost Summary – Managed FIBER Data Services

For proposed deployment model, provide a total cost summary for sites listed in 8.1 as displayed below.

Total Service Cost Summary								
Costs	Total	Year 1	Year 2	Year 3	Option: Year 4	Option: Year 5	Option: Year 6	Option: Year 7
Fiber Lease Managed Services - All Listed Sites (8.1)								
Hardware								
Software Licensing								
Installation								
Maintenance								
QoS - Data, VOIP, Video								
Documentation & Training								
Project Management								
Value Add Service :								
Other (specify)								
<b>Total:</b>								

**Hardware:** List, describe, and record the cost of each piece of hardware that is required.

**Software Licensing:** List, describe, and record the licensing, implementation, maintenance, support, and training fees associated with your proposed solution.

**Installation:** Describe any labor, equipment, supplies, or other costs associated with installing your proposed solution.

**Maintenance:** Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.

**QoS:** Quality of Service

**Documentation & Training:** If there are fees associated with your user or technical documentation, list them here.

**Project Management:** If there are project management fees associated with your proposed solution, list and describe them here.

**Value Add:** List and describe any value add services proposed.

8.4 **Vendor Qualifications & References** *(if vendor deems any of this information as confidential, proprietary, or trade secret, vendor must comply with the Confidential, Proprietary, or Trade Secret Material requirements as listed in Section 20.1 on Pgs. 22-23 of this RFP.)*

8.5 All vendors must provide the following information in order for their proposal to be considered:

8.6 A brief outline of the Vendor Company and services offered, including:

- Full legal name of the company
- Year business was established
- Number of people currently employed
- Income statement and balance sheet for each of the two most recently completed fiscal years certified by a public accountant.

8.7 An outline of the product line-up and/or services they currently support.

8.8 A description of their geographic reach and market penetration.

8.9 An outline of their partnerships and relationships to date.

8.10 An outline of their current and future strategies in the marketplace.

8.11 Information on its current clients, including:

- Total number of current clients.
- A list of clients with similar needs using similar products and/or services.
- Evidence of successful completion of a project of a similar size and complexity.

8.12 References: Contact information for five references (if possible) from projects similar in size, application, and scope and a brief description of their implementation.

## 9.0 **EVALUATION COMMITTEE MEETINGS**

9.1 As stated in Section 3.1 and Section 11.5 a committee will convene to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per §119, Fla. Stat. (2016) this is an open public meeting. Notification will also be posted for review by interested parties at the District's Purchasing Department, 506 S.E. 3<sup>rd</sup> Avenue, Ocala, Florida 34471 and website.

## 10.0 **PREPARATION AND SUBMISSION**

10.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. **It is required that six (6), individually bound copies of the proposal (marked as copy) be submitted with one (1) individually bound original proposal (marked as original).**

10.2 **Title Page:** Required response form (page 1 and 2 of the RFP) with all the required information completed and all signatures as specified; Name of the Proposer, Address, Signature, Title, Contact Person, Contact Person's Address, Telephone and Fax number, email address and Taxpayer ID Number.

10.3 **Table of Contents:** Include a clear identification of the material by section and by page number.

**10.4 Letter of Transmittal:** Give the names of the persons who will be authorized to give and support information, both in writing and oral presentation, for your company. Provide their titles, addresses and telephone numbers.

**10.5 Prepared Response:** Prepare your response submission in the manner outlined in the Scope of Services.

**10.6 EEO Statement:** The District does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, or any other reason prohibited by law. Provide statement of EEO Compliance.

**10.7 Insurance:** Provide proof of your company's insurance as required in this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

#### **11.0 PROPOSAL EVALUATION PROCESS:**

**11.1** The Evaluation and Selection Panel is comprised of persons representing the areas of Technology and Information Systems Division.

**11.2** All proposals received by the submission deadline will be reviewed by the Purchasing Specialist or designee for responsiveness and distribute the responsive proposals to the Evaluation and Selection Panel members. The panel members will independently score and rank each proposal in accordance with the evaluation criteria listed in the Evaluation Criteria section below. The panel members will submit their individual scores and rankings of the proposals to the Purchasing Representative for compilation of the overall ranking of the proposals. The panel along with the contract administrator will convene at the published date and time to see the overall rankings and to discuss the proposals and any differences they may have. It is possible for the rankings to change during this meeting based on a better understanding of the facts presented in the proposals. A final consensus ranking will be made during this meeting.

**11.3** The District reserves the right to invite the firms in for oral presentations. Prior to the presentations, the District will provide each firm with a standard set of questions to be addressed in their oral presentation. Only members of the proposed project team may make the oral presentations.

**11.4** RFPs are received and publicly opened. Only names of respondents are read at this time.

**11.5** An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

**11.6** The Evaluation Committee will assign ratings in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section

**11.7** The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.

**11.8** The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked Proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected Proposer, the Committee reserves the right to enter into negotiations with the next highest ranked Proposer and continue this process until agreement is reached.

**11.9** The Purchasing Department will prepare and submit an agenda item to the Superintendent of the District.

11.10 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).

11.11 The School Board will award or reject any or all proposal(s).

## 12.0 **EVALUATION CRITERIA**

The Evaluation Committee shall rank all proposals received which meet the submittal requirements. The following factors will be considered in ranking the proposals received:

	<b><u>RANKING VALUES</u></b>
• Price of eligible E-rate services, including installation/maintenance of vendor equipment and monthly services	30
• Service Level Agreement	10
• Managed Services, Network Management and Performance Testing	25
• Repair Response Times	15
• Demonstrable Understanding of the Scope of Services	10
• Customer Service and Billing Services	20

**TOTAL: 110**

**\* Interviews, if necessary, will carry an additional scoring of 10 points**

## 13.0 **CANCELLATION OF AWARD/TERMINATION/FUNDING OUT**

13.1 In the event any of the provisions of this proposal are violated by the Proposer(s), the Superintendent or designee will give written notice to the Proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

13.2 The District reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the Proposer(s) that amount of the contract actually performed to the date of termination.

13.3 The awardee(s) will have the option to terminate the contract upon written notice to the Purchasing Specialist. Such notice must be received at least 90 days prior to the effective date of termination.

13.4 Cancellation of contract by awardee may result in removal from Bidders/Proposer list for a period of three years.

13.5 Florida School Laws (Section 1011.14, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements.

13.6 It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

"This written notification will thereafter release the District of all further obligations in anyway related to the services covered herein".

13.7 The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

#### **14.0 DEFAULT**

14.1 In the event that the awarded Proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

#### **15.0 LEGAL REQUIREMENTS**

15.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any manner affect the items covered herein which may apply. Specifically, Proposer(s) is to adhere to School Board Policies, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the District. Lack of knowledge by the Proposer(s) will in no way be a cause for relief from responsibility.

15.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

15.3 The person signing the Proposal Certification agrees that employee background investigations will be adhered to in accordance with Florida Statutes 1012.32.

#### **16.0 FEDERAL AND STATE TAX**

16.1 The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the successful Proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any Proposer be authorized to use the District's Tax Exemption Number in securing such materials.

#### **17.0 CONFLICT OF INTEREST**

17.1 All Proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All Proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the Proposers' business or any of its branches.



17.2 All firms must list all and any affiliations they have with other firms. The proposal for any firm found to have an affiliation with potential vendors will be considered non-responsive and not be evaluated.

#### 18.0 **INSURANCE REQUIREMENTS**

18.1 Proof of the following insurance will be furnished by the awarded Proposers/Bidders to the District by Certificate of Insurance. All insurance must be issued by a company or companies approved by the District.

18.2 Original Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the District's, Purchasing Department, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

18.3 Thirty (30) days written notice must be provided to the District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

18.4 The awarded Bidders shall provide complete copies of any insurance policy for required coverage within eleven (11) days prior to the Board approval date referenced in this solicitation.

18.5 Failure to submit the required insurance documentation does not relieve the awarded Bidder(s) of the obligation outlined in this section.

18.6 Receipt of certificates or other documentation of insurance or policies or copies of policies by the District, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Bidder's obligation to fulfill the insurance requirements herein.

A. **WORKERS' COMPENSATION:** Proposer(s) must comply with Chapter 440, Fla. Stats. (2016), Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

B. **COMMERCIAL GENERAL LIABILITY:** Awarded Proposers/Bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF MARION COUNTY, FLORIDA SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE AND AN ENDORSEMENT FOR ADDITIONAL INSURED PROVIDED FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded Proposers/Bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance issued by a company licensed in the state of Florida with a financial rating of A- or better. **THE SCHOOL BOARD OF MARION COUNTY, FLORIDA SHALL BE NAMED AS ADDITIONAL INSURED ON THE CERTIFICATE AND AN ENDORSEMENT FOR ADDITIONAL INSURED PROVIDED FOR BUSINESS AUTOMOBILE LIABILITY.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, the School Board will accept hired and non-owned coverage in the amounts listed above. In addition, the School Board will require an affidavit signed by the contractor indicating the following:

{Company Name} does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, {Company Name} agrees to purchase "Any Auto" coverage as of the date of acquisition.

**D. PROFESSIONAL LIABILITY:** The awarded Proposer/Bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$500,000 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded Bidder holds harmless the District and each officer, agent and employee of the District against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded Bidder or anyone employed by the awarded Bidder.

This policy must be continued or tail coverage provided for two years after completion of the project.

#### **19.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

19.1 The Proposer indemnifies the District from any and all liability, loss or damage the District may suffer as a result of any claim, demand, cost, or judgment against it, related directly or indirectly to the performance of the Proposer's obligations under the terms of this Contract. Said indemnity includes, but is not limited to, interest, court costs and attorney's fees incurred by the District as a result of any action brought against it, as well as all attorney's fees, court costs and any other costs incurred by the District in establishing the right to indemnification and collecting any judgment against the Proposer. The Proposer is not required to indemnify the District for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the District. The District agrees to notify the Proposer in writing within ten (10) days of receipt of any notice of any action against the District pertaining to this matter. Such notice will be by certified mail, return receipt requested, or by overnight courier. A notification will be deemed given on the date such notice is postmarked regardless of whether the Proposer actually received said notification. The Proposer further agrees in the event the court denies or reduces compensation to, or reimbursement of the District, Proposer will provide the District with the full amount of compensation or reimbursement requested in its statement of services.

#### **20.0 PUBLIC RECORDS LAW**

20.1 The District takes its public records responsibilities as provided under Chapter 119, Fa. Stats. (2016) and Article 1, Section 24 of the Florida Constitution, very seriously. If Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Fla. Stats. (2016), the Florida Constitution or other authority, Proposer must also simultaneously provide the District with a separate redacted copy of its response. This redacted copy shall contain the District solicitation name, number, and the name of the Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions that are claimed confidential, proprietary, or trade secret. In compliance with §119.07(1)(e), Fla. Stat. (2016), Proposer must "state the basis for the exemption" that he/she "contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute."

Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend, and indemnify the District for any and all claims arising from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

The District will make no effort to verify whether or not the redacted material is exempt from Chapter 119, Fla. Stat. (2016). That determination is totally the responsibility of the Proposer.

If the Proposer fails to submit a Redacted Copy with its response, the District is authorized to produce the entire documents, data or records submitted by Proposer in answer to a public records request for these records.

## **20.2 PUBLIC RECORDS**

a. To the extent that Vendor meets the definition of "contractor" under § 119.0701, Fla. Stats. (2016), and in addition to other contract requirements provided by law, the Vendor agrees that it is acting as a contractor on behalf of the District as provided under § 119.0701(a) and as such it will comply with Florida's Public Records Law. Specifically, Vendor agrees that it will:

i. Keep and maintain public records that ordinarily and necessarily would be required by School Board in order to perform the services performed by the Vendor under contract;

ii. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in § 119, Fla. Stats. (2016) or as otherwise provided by law;

iii. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board;

iv. Upon completion of the contract, transfer, at no cost, to School Board all public records in possession of the Vendor or keep and maintain public records required by the School Board to perform the service. If the Vendor transfers all public records to the School Board upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

**b. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT:**

i. Public Relations and Communication Officer: Kevin Christian, APR, CPRC, at (352) 671-7555, [public.relations@marion.k12.FL.us](mailto:public.relations@marion.k12.FL.us) or in person at 420-A SE Alvarez Avenue, Ocala, Florida 34471.

## **21.0 PERMITS AND LICENSES**

21.1 The Proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

## **22.0 INTELLECTUAL PROPERTY RIGHTS**

22.1 The Proposer(s) will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the Proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the District.

## **23.0 COST INCURRED IN RESPONDING**

23.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the Proposer.

## **24.0 SUB-CONTRACTS**

24.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

24.2 The Proposer(s) will be fully responsible to the District for the acts and omissions of the subproposer(s) and their employees.

24.3 After award of contract, any changes in subcontractors or subproposers requires prior District written approval.

## **25.0 INDULGENCE**

25.1 Indulgence by the District on any non-compliance by the Proposer does not constitute a waiver of any rights under this RFP.

## **26.0 JOINT PROPOSAL**

26.1 In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

## **27.0 PUBLIC ENTITY CRIMES**

27.1 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 RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building

or public work, may not submit RFP's 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 § 287.017, Fla. Stat. (2016) for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

27.2 The Proposer(s) 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 State or Federal department/agency.

## **28.0 USE OF OTHER CONTRACTS**

28.1 The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement 6A-1.012(5), or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. **The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**

## **29.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

29.1 The Proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.

29.2 The Proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

29.3 **PURCHASING CARDS:** The District may choose to use a "Purchasing Card" for ordering of goods and materials or payment of invoices under this proposal. The Proposer, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract, if already awarded.

## **30.0 POSSESSION OF FIREARMS / DRUG FREE WORKPLACE**

30.1 Possession of firearms will not be tolerated on District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 15.1.

30.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

30.3 No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

30.4 If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee will be terminated from the District project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the District project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to

terminate said employee, the independent contractor's agreement with the District shall be terminated.

30.5 Florida State Law prohibits the use of tobacco products of any kind while on District property.

### **31.0 AGREEMENT**

31.1 A contract will be negotiated with the highest ranked proposer (see Attachment E.), for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, and any addendum released, if applicable, and the corresponding contract will constitute the complete agreement between Proposer and the District. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the contract, the terms of the contract and the RFP shall be final and binding and the RFP shall control where in conflict with the proposal. If a Proposer desires particular contractual language in the agreement, Proposer should include the proposed language as an attachment to their proposal for review.

### **32.0 POSTING OF RFP TERMS & CONDITIONS / SPECIFICATIONS**

32.1 This RFP will be posted for review by interested parties, at 506 S.E. 3<sup>rd</sup> Avenue, Ocala, Florida on the date the RFP notification is emailed and will remain posted for a period of 10 days. Failure to file a specification protest within the time prescribed in §120.57(3), Fla. Stat. (2016) will constitute a waiver of proceedings under Chapter 120, Fla. Stats. (2016).

### **33.0 POSTING OF RFP RECOMMENDATION / TABULATIONS**

33.1 RFP recommendations and tabulations will be posted in the Purchasing Department and on our website [www.marion.k12.FL.us](http://www.marion.k12.FL.us) for review by interested parties or at 506 S.E. 3<sup>rd</sup> Avenue, Ocala, Florida and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all Proposers of the new posting date and time.

33.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file protest within the time prescribed in § 120.57(3), Fla. Stat. (2016), will constitute a waiver of proceedings under Chapter 120, Fla. Stats. (2016).

33.3 If a Bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in §120.57(3), Fla. Stat. (2016), Section 7.3 of this proposal, and School Board Policy 7.70.

33.4 Any person who files an action protesting a solicitation, decision or intended decision pertaining to this bid pursuant to §120.57(3)(b), Fla. Stat. (2016) shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Marion County, Florida in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

#### **34.0 BACKGROUND SCREENING REQUIREMENTS**

34.1 The School Board of Marion County, Florida is committed to the education and safety of its students and employees. To that end, any contractor awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the District's standards for employment as set forth by the Florida Department of Education. Each Bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.

34.2 **Fingerprinting**: Proposer agrees as a condition of entering into this contract, pursuant to § 1012.32 and 1012.465, Fla. Stat. (2016), any person entering school grounds or having direct contact with students on behalf of Proposer must meet Level 2 screening requirements as described in § 1012.32, Fla. Stat. (2016). Screening will be at Proposer's expense or employee's expense and must be completed and credentials issued by The School Board of Marion County, Florida prior to the screened individual having access to students or to the school grounds.

34.3 **E-Verify**: In accordance with Executive Order 11-116, CONTRACTOR shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. CONTRACTOR shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

#### **35.0 PRESS RELEASES AND PUBLICITY**

35.1 The Bidder shall make no announcements or news releases pertaining to the Bidder's participation in this RFP or the award of this contract; its representatives or agents without authorization from the Purchasing Department.

Attachment A.

## **DRUG - FREE WORKPLACE CERTIFICATION FORM**

In accordance with § 287.087, Fla. Stat. (2016), preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Fla. Stat. (2016) or any controlled substance law of the United States or any State, for a violation occurring in the workplace not later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

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Attachment B.

<b>Acknowledgment of Addenda</b> Check: (Yes) or (No) (Date of Receiving Addendum)		
Addendum #1	Yes ____ No ____	Date Received:
Addendum #2	Yes ____ No ____	Date Received:
Addendum #3	Yes ____ No ____	Date Received:
Addendum #4	Yes ____ No ____	Date Received:
Addendum #5	Yes ____ No ____	Date Received:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                  State                  Zip Code

\_\_\_\_\_  
Date

---

Please fill out the appropriate forms and return with your proposal.

Response to RFP (required)	_____
Proposal Certification Form (required)	_____
Drug Free Workplace Certification (required)	_____
Statement of No Bid (If applicable)	_____
Acknowledgement of Addenda (If applicable)	_____
Certification Regarding Debarment (required)	_____

Attachment C.

**STATEMENT OF NO BID**

If you are not bidding on this service/commodity, please complete and return this form to: **Purchasing, 506 S.E. 3<sup>RD</sup> Avenue, Ocala, Florida** (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the Bidder's list for The School Board of Marion County, Florida.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

We, the undersigned, have declined to bid on your RFP # 3641RC for Fiber Services to Metropolitan Area Network Schools because of the following reasons:

- \_\_\_\_\_ We do not offer this product or the equivalent.
- \_\_\_\_\_ Insufficient time to respond to the invitation to bid.
- \_\_\_\_\_ Remove our name from this bid list only.
- \_\_\_\_\_ Our product schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond requirements.
- \_\_\_\_\_ Other. (Specify below)

REMARKS: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Attachment D.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED  
TRANSACTIONS**

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

**\*\*BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING  
PAGE\*\***

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

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Organization Name	PR/Award Number or Project Name
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Name(s) and Title(s) of Authorized Representative(s)

---

Signature(s)

---

Date

Attachment D. continued

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "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 form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may 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.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ATTACHMENT E. – AGREEMENT FOR GOODS AND/OR SERVICES CONTRACT  
TEMPLATE**  
(following 9 pages)

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA  
AGREEMENT  
FOR  
GOODS AND/OR SERVICES**

This **Agreement for Goods and/or Services** ("Agreement") is by and between \_\_\_\_\_ ("CONTRACTOR") located at \_\_\_\_\_ and **The School Board of Marion County, Florida** ("SCHOOL BOARD") located at 512 S.E. Third Street, Ocala, Florida 34471.

WHEREAS:

SCHOOL BOARD desires to contract for goods and/or services with CONTRACTOR;

CONTRACTOR is qualified to provide such goods and/or services; and

The parties wish to enter into this Agreement and to set forth the obligations of the parties;

WHEREFORE:

In consideration of the promises contained herein and intending to be bound thereby, the parties agree as follows:

1. **SCOPE OF WORK.** CONTRACTOR agrees to provide fiber services as specified in RFP 3641RC Fiber Services to Metropolitan Area Network Schools, which is attached as Exhibit A. and incorporated herein.
2. **COMPENSATION.** The cost of the goods and/or services shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_). Fees will be payable upon receipt of an invoice, except for fees that SCHOOL BOARD may dispute in good faith for reasons set forth in writing by SCHOOL BOARD within ten (10) days after receiving such invoice. All payments will be made pursuant to the "Local Government Prompt Payment Act," Chapter 218, Fla. Stats. (2016). Invoices for fees or other compensation for services or expenses shall be submitted to SCHOOL BOARD in detail sufficient for a proper pre-audit or post-audit thereof. CONTRACTOR shall comply with §218.74(4), Fla. Stat. (2016), in assessing any service charge to any overdue amounts under this Agreement.
3. **PAYMENT.** SCHOOL BOARD will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. Each invoice submitted to SCHOOL BOARD must include: (i) name and address of CONTRACTOR; (ii) a unique invoice number; (iii) a line item description of the total or extended price; (iv) the date of shipment; and (v) must reference the purchase order number. SCHOOL BOARD may choose to use a "Purchasing Card" for payment of CONTRACTOR invoices under this Agreement. CONTRACTOR agrees to accept payment by Purchasing Card and may not add additional handling charges or services fees to such payments.

4. **INSPECTION/ACCEPTANCE**. All goods and/or services provided under this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of SCHOOL BOARD. Payment shall not be authorized until the goods and/or services have been received, accepted, and properly invoiced. SCHOOL BOARD reserves the right to have rejected goods replaced by CONTRACTOR at the purchase price stipulated in this Agreement; or to return the rejected goods for full credit at the price charged. Transportation costs and any additional costs will be borne by CONTRACTOR in each instance. SCHOOL BOARD's rights with respect to rejection of material are not waived by failure to notify CONTRACTOR promptly upon receipt of delivery.

5. **QUANTITIES**. Quantities specified in Exhibit A cannot be changed without SCHOOL BOARD approval. Goods shipped in excess of quantity designated shall be returned at CONTRACTOR's expense.

6. **SALES PROMOTIONS/PRICE REDUCTIONS**. Should sales promotions or price reductions occur that lower the price of the items listed in the Price Quote, CONTRACTOR shall extend to SCHOOL BOARD the lower price offered by any such promotions or reductions. Any price decreases made during the Agreement period because of market change, or otherwise, shall be passed on to SCHOOL BOARD.

7. **TAX EXEMPTION**. SCHOOL BOARD is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certificate of Exemption # 85-801262222C-6). A copy of the Certificate of Exemption shall be sent to CONTRACTOR upon request. SCHOOL BOARD's Federal Employer Identification Number is 59-6000734. CONTRACTOR doing business with SCHOOL BOARD will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the SCHOOL BOARD, nor will CONTRACTOR be authorized to use SCHOOL BOARD's Tax Exemption Number for securing materials listed in Exhibit A.

8. **TERM & TERMINATION**. This Agreement shall begin on April 25, 2017 and terminate at the end of the business day on June 30, 2021. Services and billing will not start earlier than July 1, 2018. This agreement may, by mutual agreement between SCHOOL BOARD and CONTRACTOR, be renewable for up to four (4) additional, one (1) year periods. If needed, the agreement will be extended beyond the contract expiration date. SCHOOL BOARD may, whenever the interest of the SCHOOL BOARD so require, terminate the Agreement, in whole or in part, for the convenience of SCHOOL BOARD upon thirty (30) days written notice to CONTRACTOR. Unless agreed otherwise in the notice of termination, CONTRACTOR shall incur no further obligations in connection with the Agreement. In the event any of the provisions of this Agreement are violated by the CONTRACTOR, the Superintendent or designee will give written notice to the CONTRACTOR stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law. The CONTRACTOR will have the option to terminate the Agreement upon written notice to the Purchasing Specialist. Such notice must be received at least 90 days prior to the effective date of termination. Cancellation of Agreement by CONTRACTOR may result in removal from Bidders/Proposer list for a period of three years.

9. **EXCESS FUNDS**. Any party receiving funds paid by SCHOOL BOARD under this Agreement shall promptly notify SCHOOL BOARD of any funds erroneously received upon the discovery of such erroneous funds receipt. Any excess funds shall be refunded to SCHOOL

BOARD. Excess funds paid by SCHOOL BOARD as the result of CONTRACTOR billing errors shall be refunded with interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments under § 55.03, Fla. Stats. (2016), applicable at the time the erroneous payment or overpayment was made.

10. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor for all purposes arising under this Agreement. CONTRACTOR and its officers, agents, or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of SCHOOL BOARD. No officer, agent or employee of CONTRACTOR or SCHOOL BOARD shall be deemed an officer, agent or employee of the other party. Neither CONTRACTOR nor SCHOOL BOARD, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave, or other leave benefits.

11. **INSURANCE.** Proof of insurance shall be furnished by the CONTRACTOR to the SCHOOL BOARD as stipulated in Section 18.0 of RFP 3641RC.

12. **INDEMNIFICATION.** CONTRACTOR shall indemnify and hold harmless SCHOOL BOARD, its agents, employees or officers from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorney's fees, incurred by SCHOOL BOARD in defending or compromising actions brought against it arising out of or related to the acts or omissions of CONTRACTOR, its agents, employees, or officers in the provision of services or performance of duties by CONTRACTOR pursuant to this Agreement.

13. **ENTIRE UNDERSTANDING.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other understanding(s) and agreement(s) by the parties.

14. **GOVERNING LAW & VENUE.** This agreement and all transactions contemplated hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any litigation related hereto shall be in Marion County, Florida.

15. **COMPLIANCE WITH LAWS AND POLICIES.** Each party shall comply with all applicable federal and state laws, codes, rules, and regulations and SCHOOL BOARD policies in performing its duties, responsibilities, and obligations pursuant to this Agreement.

16. **PUBLIC RECORDS.**

A. To the extent that CONTRACTOR meets the definition of "contractor" under § 119.0701, Fla. Stats. (2016), and in addition to other contract requirements provided by law, the CONTRACTOR agrees that it is acting as a contractor on behalf of SCHOOL BOARD as provided under § 119.0701(a) and as such it will comply with Florida's Public Records Law. Specifically, CONTRACTOR agrees that it will:

i. Keep and maintain public records that ordinarily and necessarily would be required by SCHOOL BOARD in order to perform the services performed by CONTRACTOR under contract;



- ii. Provide the public with access to such public records on request from SCHOOL BOARD'S custodian of public records;
- iii. Provide SCHOOL BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- iv. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency;
- v. Upon completion of the contract, transfer, at no cost, to SCHOOL BOARD all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SCHOOL BOARD, upon request from SCHOOL BOARD'S custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT:**

i. Public Relations and Communication Officer: Kevin Christian, APR, CPRC, at (352) 671-7555, [public.relations@marion.k12.fl.us](mailto:public.relations@marion.k12.fl.us) or in person at 420-A SE Alvarez Avenue, Ocala, Florida 34471.

17. **NON-DISCRIMINATION**. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, pregnancy, gender, marital status, national origin, or religion, in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement.
18. **NO WAIVER OF SOVEREIGN IMMUNITY**. Nothing herein is intended to waive sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2016). This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought under this Agreement is barred by any applicable statute of limitations.
19. **INSPECTOR GENERAL AUDITS**. CONTRACTOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General or by any other Florida official with proper authority.

20. **NO THIRD PARTY BENEFICIARIES.** Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights in any third party.

21. **WAIVER.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Agreement and/or the policies of SCHOOL BOARD does not relieve CONTRACTOR of the indemnification provisions required by this Agreement.

22. **ASSIGNMENT.** Neither CONTRACTOR nor SCHOOL BOARD may assign or transfer any interest arising in or from this Agreement without the prior written consent of both parties. Should an assignment occur upon mutual consent, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

23. **AMENDMENT.** Exclusive of paragraph 1A, this Agreement may be amended only with the mutual consent of the parties, which shall be in writing and approved by SCHOOL BOARD.

24. **REPRESENTATIONS & WARRANTIES.** CONTRACTOR represents and warrants to SCHOOL BOARD under this Agreement that:

A. CONTRACTOR is not bound by any other contract, agreement, business relationship or other arrangement that would preclude it from entering into, or from fully performing, the services required under this Agreement;

B. CONTRACTOR affirms and certifies that none of CONTRACTOR's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, either denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;

C. CONTRACTOR affirms and certifies herein that it has not been convicted of a public entity crime as provided in § 287.133, Fla. Stats. (2016), to wit: A person or affiliate who has been placed on convicted CONTRACTOR list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 § 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted CONTRACTOR list;

D. CONTRACTOR shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority over its business activities, including but not limited to Chapter 287, Florida Statutes (2016), and Rule 60A, Florida Administrative Code (F.A.C.). CONTRACTOR shall further comply with Section 274 A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination. Violation by CONTRACTOR of any laws, rules, codes, ordinances, or licensing requirements shall

constitute, on the date and time of any such violation, a material breach of this Agreement and serve as grounds for termination or nonrenewal of this Agreement;

E. The parties shall comply with the code of ethics for public officers and employees, Chapter 112, Florida Statutes; and

F. By accepting this Agreement, CONTRACTOR expressly warrants, in addition to implied warranties, that the materials furnished hereunder shall be free from latent and patent defects and in full conformity with the specifications contained in Exhibit A.

25. **PUBLICITY.** CONTRACTOR shall not use SCHOOL BOARD's name, logo, or other likeness, or of any school or office operated by Marion County Public Schools, in any press release, marketing materials, or other public announcement without SCHOOL BOARD's prior written approval.

26. **CONFLICTS.** To the extent that there is a conflict between this Agreement, the RFP (attached as Exhibit A), and the response to the RFP (proposal), the terms of this agreement and the RFP shall be final and binding and this agreement and the RFP shall control where in conflict with the proposal.

27. **CERTIFICATIONS.** CONTRACTOR certifies, to the best of its knowledge and belief, that *neither the company nor its principals:*

A. Are not debarred, suspended, proposed for debarment, declared ineligible from operating or voluntarily excluded from participation in covered transactions by any federal, state or local department or agency.

B. Have not, within the five-year period prior to this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph B.

D. Have not within the five-year period prior to this Agreement had one or more public transactions terminated for cause or default.

CONTRACTOR shall notify SCHOOL BOARD within thirty (30) days after occurrence of any of the events, actions, debarments, proposals, exclusions, convictions, judgments, indictments, or terminations as described in paragraphs (A-D) above, with respect to CONTRACTOR or its principals.

28. **JESSICA LUNSFORD ACT.** The State of Florida's Jessica Lunsford Act requires all individuals who are permitted access on school grounds when students are present, individuals who may have direct contact with children or any student of SCHOOL BOARD, or who may have access to or control of school funds must be fingerprinted and background checked.

CONTRACTOR shall require that all individuals in CONTRACTOR's organization in any such category submit to a level 2 FDLE background check and FBI screening, including fingerprinting, at the sole cost of the CONTRACTOR. If background screening is required in accordance with the Scope of Work stated in paragraph one (1) of this Agreement, CONTRACTOR shall not provide any services until SCHOOL BOARD provides CONTRACTOR with notice of clearance and issues official School District badges. All CONTRACTOR's employees must register as a visitor before entering SCHOOL BOARD property and properly display their School District badges.

29. **CONFLICT OF INTEREST.** CONTRACTOR must disclose the name of any officer, director, or agent who may be employed by the SCHOOL BOARD. CONTRACTOR must disclose the name of any SCHOOL BOARD employee who owns, directly or indirectly, any interest in CONTRACTOR or any affiliated business entity.

30. **GRATUITIES.** CONTRACTOR shall not, either directly or indirectly: (1) offer, give, or provide any tangible item of value to anyone as consideration for any SCHOOL BOARD employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone a tangible item of value for the benefit of, or at the direction or request of, any SCHOOL BOARD employee.

31. **E-VERIFY.** In accordance with Executive Order 11-116, CONTRACTOR shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. CONTRACTOR shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

32. **PERFORMANCE DEFICIENCY.** SCHOOL BOARD shall notify CONTRACTOR of any performance deficiency and required corrective action, which deficiency and correction shall be made within a reasonable time-frame specified by SCHOOL BOARD. Upon request, CONTRACTOR shall provide SCHOOL BOARD with a corrective action plan describing how CONTRACTOR will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to SCHOOL BOARD, CONTRACTOR will be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage will be applied to the invoice for the then-current billing period and shall be withheld from payment until CONTRACTOR satisfactorily resolves the deficiency. Upon satisfactory resolution of a performance deficiency, CONTRACTOR may invoice SCHOOL BOARD for the retained amount during the next billing period. If CONTRACTOR is unable to resolve the deficiency, the funds retained will be forfeited to SCHOOL BOARD.

33. **FUNDING OUT PROVISION.** § 1011.14, Fla. Stats. (2016) prohibits School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements. It is necessary that fiscal funding out provisions be included in all agreements derived from proposals in which the terms are for periods longer than one (1) year: Such prior written notice will state:

- A. That the lack of appropriate funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in the Agreement from another vendor in the succeeding funding period.

"This written notification will thereafter release the District of all further obligations in anyway related to the services covered herein."

34. **NOTICES**. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

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

Email: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

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

Email: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

or to such other addresse(s) as the parties may mutually designate by notice complying with the terms of this Agreement. Each such notice shall be deemed delivered:

- (a) On the date delivered, if by personal delivery,
- (b) On the date faxed or emailed, if by facsimile or email, and
- (c) On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, if mailed.

35. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth below.

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

**THE SCHOOL BOARD OF MARION  
COUNTY, FLORIDA**

By: \_\_\_\_\_

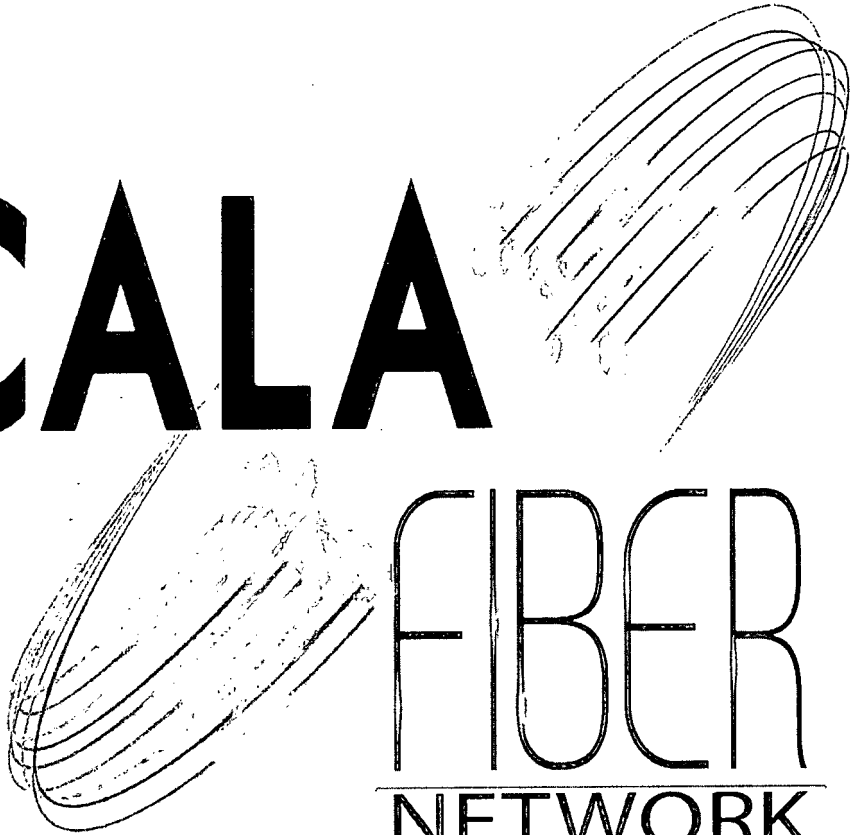
Date: \_\_\_\_\_

**Exhibit A. – RFP #3641RC Fiber Services to Metropolitan Area Network Schools**

**Exhibit B. – City of Ocala Submitted Proposal in Response to RFP #3641RC Fiber  
Services to Metropolitan Area Network Schools**

ORIGINAL

**OCALA**



**FIBER**  
**NETWORK**



**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL (RFP) WITH INVITATION TO NEGOTIATE**

**REQUIRED RESPONSE FORM (Pgs. 1 &2)**

**RFP # 3641RC**

**DATE: January 12, 2017**

**TITLE: Fiber Services to Metropolitan Area Network Schools**

**This proposal must be submitted to The School Board of Marion County, Florida (District or School Board), Purchasing Department, 506 S.E. 3<sup>rd</sup> Avenue, Ocala, Florida 34471, no later than 2:00 PM, Wednesday, March 1, 2017 and plainly marked RFP # 3641RC - Fiber Services to Metropolitan Area Network Schools. Proposals are due and will be opened at that time. School Board Approval Date: April 25, 2017**

**CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL**

The District takes its public records responsibilities, as provided under Chapter 119, Fla. Stat. (2016) and Article 1, Section 24 of the Florida Constitution, very seriously. If Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Fla. Stat. (2016), the Florida Constitution or other legal authority, Proposer must also simultaneously provide District with a separate redacted copy of its complete response. That redacted copy shall contain the District solicitation name, RFP number, and the name of the Proposer on the cover, which shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the District at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions that are claimed to be confidential, proprietary, or trade secret. In compliance with § 119.07(1)(e), Fla. Stat. (2016), Proposer must "state the basis for the exemption" that Proposer "contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute."

Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise exempt from disclosure. Further, Proposer shall protect, defend, and indemnify the District for any and all claims arising from or related to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise exempt from disclosure.

The District shall have no responsibility or duty to verify whether any redacted material is exempt from Chapter 119, Fla. Stat. (2016). Proposer shall have and retain full exemption verification responsibility.

If the Proposer fails to submit a Redacted Copy with its response, District is authorized to produce the entire documents, data or records submitted by Proposer in its response to a public records request for such records.

I have read and understand my responsibilities regarding any purported confidential, proprietary or trade secret material contained in this proposal.

Included Redacted Copy with Submitted Response (Y/N) \_\_\_\_\_

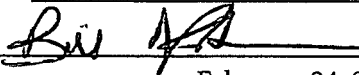


Signature of Proposer Signing Agreement

REQUIRED RESPONSE FORM (continued)

**PROPOSAL CERTIFICATION**

I certify that I am submitting the following information as my company's proposal. I further understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I certify full, complete and unconditional acceptance of the contents of Pages 1 through 42 inclusive of this Request for Proposal, as well as all appendices and contents of any subsequent Addendum released hereto. Proposal must be signed by an officer or employee having legal authority to bind Proposer. I, the undersigned Proposer, have not divulged, discussed, or compared this proposal with any other Proposer. Proposer further certifies that Proposer has not colluded with any other proposer or entity in the preparation of this Proposal in order to gain an unfair advantage in the award of this proposal. Proposer's execution of this document shall initiate employee investigations' procedures in accordance with § 1012.32, Fla. Stat. (2016).

PROPOSER (firm name): City of Ocala Telecommunications  
STREET ADDRESS: 1805 NE 30th Avenue, Bldg. 500, Ocala, FL 34470  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE: Bill Kaufman  
SIGNATURE OF AUTHORIZED REPRESENTATIVE:   
TITLE: Assistant City Manager DATE: February 24, 2017  
CONTACT PERSON: J. Mel Poole  
CONTACT PERSON'S ADDRESS: 1805 NE 30th Avenue, Bldg. 500, Ocala, FL 34470  
TELEPHONE: 352-401-6900 TOLL FREE: N/A  
FAX: 352-401-6902  
E-MAIL ADDRESS: telecom@ocalafl.org  
INTERNET URL: www.ocalafl.org  
PROPOSER TAXPAYER IDENTIFICATION NUMBER: 59-6000392

**NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.**

# ORIGINAL

School Board of Marion County Ocala, Florida

*Request for Proposal (RFP) with Invitation to Negotiate*

***RFP #3641RC: Fiber Services to Metropolitan Area Network Schools***



**City of Ocala Telecommunications**

a/k/a Ocala Fiber Network (OFN)

1805 NE 30<sup>th</sup> Ave Bldg. 500

Tel: (352) 401-6900

FAX: (352) 401-6902

Email: [telecom@ocalafl.org](mailto:telecom@ocalafl.org)

Tax Payer ID#59-6000392

*March 1, 2017*

*Prepared By:*

*James Mel Poole, Director*

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## 1. Letter of Transmittal

March 1, 2017

ATTN: Rick Collins  
Purchasing Department  
The School Board of Marion County  
506 S.E. 3<sup>rd</sup> Avenue  
Ocala, Florida 34471

Dear Mr. Collins:

The City of Ocala's Telecommunications Department, an enterprise also known as Ocala Fiber Network (OFN), is pleased to respond to RFP #3641RC Fiber Services to Metropolitan Area Network Schools. We have read and understand all the terms and conditions contained in RFP #3641RC, and take no exceptions. Included is our original proposal, and six additional copies, describing in detail a dedicated fiber network for the School Board of Marion County (SBMC).


OFN has built a state-of-the-art broadband network throughout Ocala and unincorporated areas of Marion County. OFN's network provides high-speed, quality broadband services to medical, government organizations, businesses and residents.

We are a 100% fiber-optic system, with a SOC-2, Type-1 certified state-of-the-art Network Operations Center (NOC), capable of delivering high-speed data transport at virtually any speed available to the market. The network has been constructed to carrier-grade standards of performance, capacity, and redundancy necessary to support critical data and security requirements. OFN's goals revolve around providing superior services, at competitive rates.

OFN will build the School Board a dedicated fiber network, provide top-tier local service, support, along with unmatched response times. Our scalable solution will fulfill any future broadband needs providing significant long-term value to SBMC.

We look forward to the opportunity to serve the School Board of Marion County in the highest of capacities.

Sincerely,



James Mel Poole  
Director, Telecommunications

## **2. Vendor Qualifications**

### **Overview of Ocala Fiber Network (OFN)**

City of Ocala Telecommunications a/k/a Ocala Fiber Network (OFN) is an advanced broadband service provider in the Ocala and Marion County market. The City's broadband service was established in 1996 as a public utility wholly owned and operated by the City of Ocala.

OFN's core services are transport, internet and data delivered on its 100% fiber optic network. Our certified SOC-2, Type-1 NOC, delivers secure services to medical organizations, government organizations, businesses and residents.

The City employs fourteen (14) staff members who are 100% dedicated to the City's mission of providing cutting-edge services consistent with the community's current and future expectations of making OFN the clear choice for broadband services.

### **Income Statement & Balance Sheet**

The following pages are from the City of Ocala Comprehensive Annual Financial Report (CAFR). This information encompasses our income statement and balance sheet financial information.

For more information, the complete 2014-2015 and 2013-2014 City of Ocala CAFR's are located at: <http://www.ocalafl.org/government/city-departments/finance/cafr-documents>

# CAFR ending September 30, 2015

## CITY OF OCALA, FLORIDA STATEMENT OF NET POSITION PROPRIETARY FUNDS SEPTEMBER 30, 2015

	BUSINESS-TYPE ACTIVITIES -			
	Electric System Revenue	Water and Sewer	Sanitation	Municipal Golf Course
<b>Assets</b>				
<b>Current Assets:</b>				
Cash and investments	\$ 2,828	\$ 250	\$ -	\$ 43,621
Equity in pooled cash and investment fund	52,386,551	28,540,535	7,379,151	33
Restricted assets available for current liabilities	1,239,061	5,930,020	-	-
Receivables (net, where applicable, of allowances for uncollectibles):				
Accounts and notes	11,522,565	1,480,082	565,126	296,024
Accrued interest	139,999	92,912	17,625	134
Unbilled revenues	7,037,868	1,197,113	461,700	-
Prepays	312,616	46,875	-	20,118
Inventories	4,648,742	1,057,075	-	64,819
Due from other governments	-	1,353,200	-	-
<b>Total current assets</b>	<b>77,290,230</b>	<b>39,698,062</b>	<b>8,423,602</b>	<b>424,749</b>
<b>Noncurrent Assets:</b>				
<b>Restricted Assets:</b>				
Cash and investments:				
Crystal river decommissioning trust	10,995,941	-	-	-
Equity in pooled cash and investment fund:				
Construction accounts	3,224,816	10,732,531	-	-
Debt service accounts	1,102,180	5,577,532	-	-
Impact fee accounts	-	4,092,314	-	-
Rate stabilization	21,801,571	-	-	-
Renewal and replacement	2,289,751	1,376,800	-	-
Accrued interest receivable:				
Impact fee accounts	-	13,331	-	-
Less: Portion classified as current	(1,239,061)	(5,930,020)	-	-
<b>Total restricted assets</b>	<b>38,175,198</b>	<b>15,862,488</b>	<b>-</b>	<b>-</b>
<b>Capital assets, net:</b>				
Land	6,479,166	11,137,031	-	357,343
Buildings	3,594,575	1,726,584	499,979	428,225
Improvements other than buildings	106,068,064	168,070,674	-	1,632,789
Machinery and equipment	1,396,879	420,068	454,093	29,493
Intangible assets	2,023,096	259,432	-	-
Construction in process	1,388,623	17,208,258	-	-
<b>Total capital assets (net)</b>	<b>120,950,403</b>	<b>198,822,047</b>	<b>954,072</b>	<b>2,447,850</b>
<b>Total noncurrent assets</b>	<b>159,125,601</b>	<b>214,684,535</b>	<b>954,072</b>	<b>2,447,850</b>
<b>Total assets</b>	<b>\$ 236,415,831</b>	<b>\$ 254,382,597</b>	<b>\$ 9,377,674</b>	<b>\$ 2,872,599</b>
<b>Deferred outflows of resources:</b>				
Deferred amount on debt refunding	2,305,508	3,908,654	-	-
Deferred amount pension related	4,470,997	1,092,753	926,769	-
<b>Total deferred outflows of resources</b>	<b>\$ 6,776,505</b>	<b>\$ 5,001,407</b>	<b>\$ 926,769</b>	<b>\$ -</b>

The notes to the financial statements are an integral part of the financial statements.

	ENTERPRISE FUNDS				GOVERNMENTAL
	Ocala International Airport	Communi- cations	SunTran	Total	ACTIVITIES Internal Service Funds
<b>Assets</b>					
<b>Current Assets:</b>	\$ -	\$ -	\$ -	\$ 46,699	\$ -
Cash and investments					
Equity in pooled cash and investment fund	910,072	4,682,160	-	93,898,502	26,577,314
Restricted assets available for current liabilities	-	-	-	7,169,081	-
Receivables (net, where applicable, of allowances for uncollectibles):					
Accounts and notes	58,012	137,784	-	14,059,593	40,432
Accrued interest	1,537	9,668	-	261,875	65,590
Unbilled revenues	-	78,981	-	8,775,662	-
Prepays	787	5,550	-	385,946	31,195
Inventories	-	114,588	-	5,885,224	-
Due from other governments	124,315	-	848,191	2,325,706	-
<b>Total current assets</b>	<b>1,094,723</b>	<b>5,028,731</b>	<b>848,191</b>	<b>132,808,288</b>	<b>28,714,531</b>
<b>Noncurrent Assets:</b>					
Restricted Assets:					
Cash and investments:	-	-	-	10,995,941	-
Crystal river decommissioning trust					
Equity in pooled cash and investment fund:	25,694	-	-	13,983,041	-
Construction accounts	-	-	-	6,679,712	-
Debt service accounts	-	-	-	4,092,314	-
Impact fee accounts	-	-	-	21,801,571	-
Rate stabilization	-	-	-	3,666,551	-
Renewal and replacement	-	-	-	-	-
Accrued interest receivable:	-	-	-	13,331	-
Impact fee accounts	-	-	-	(7,169,081)	-
Less: Portion classified as current	25,694	-	-	54,063,380	-
<b>Total restricted assets</b>					
Capital assets, net:	5,760,401	-	-	23,733,941	-
Land	4,078,166	-	1,073,624	11,401,153	116,413
Buildings	11,575,952	4,385,916	-	291,733,395	236,509
Improvements other than buildings	128,068	329,888	1,753,781	4,512,270	12,804,133
Machinery and equipment	-	24,745	-	2,307,273	372,839
Intangible assets	638,639	10,249	-	19,245,769	531,590
Construction in process	22,181,226	4,750,798	2,827,405	352,933,801	14,061,484
<b>Total capital assets (net)</b>	<b>22,206,920</b>	<b>4,750,798</b>	<b>2,827,405</b>	<b>405,997,181</b>	<b>14,061,484</b>
<b>Total noncurrent assets</b>	<b>\$ 23,301,643</b>	<b>\$ 9,779,529</b>	<b>\$ 3,675,596</b>	<b>\$ 539,805,469</b>	<b>\$ 40,776,015</b>
<b>Total assets</b>					
<b>Deferred outflows of resources:</b>	-	-	-	5,214,162	-
Deferred amount on debt refunding	13,461	208,962	-	5,712,942	-
Deferred amount pension related	\$ 13,461	\$ 208,962	\$ -	\$ 12,927,104	\$ -
<b>Total deferred outflows of resources</b>					

(Continued)



**CITY OF OCALA, FLORIDA**  
**STATEMENT OF NET POSITION (Continued)**  
**PROPRIETARY FUNDS**  
**SEPTEMBER 30, 2015**

	<b>BUSINESS-TYPE ACTIVITIES -</b>			
	<b>Electric System Revenue</b>	<b>Water and Sewer</b>	<b>Sanitation</b>	<b>Municipal Golf Course</b>
<b>Liabilities</b>				
<b>Current Liabilities:</b>				
Payable from unrestricted assets:				
Accounts payable and accrued liabilities	\$ 16,127,048	\$ 734,323	\$ 451,719	\$ 445,697
Contract retainage	6,988	898,115	-	-
Claims payable	-	-	-	-
Compensated absences payable	1,197,180	314,972	182,973	-
Due to other funds	-	-	-	365,515
Customer deposits	8,113,638	-	-	(2,891)
Capital lease payable	-	-	-	-
Unearned revenue	985,796	128,881	-	24,157
Total current liabilities payable from unrestricted assets	26,430,650	2,076,291	634,692	832,478
Payable from restricted assets:				
Accounts payable and accrued liabilities	33,719	173,673	-	-
Accrued interest payable	490,342	986,347	-	-
Revenue bonds payable within one year	715,000	4,770,000	-	-
Total current liabilities payable from restricted assets	1,239,061	5,930,020	-	-
<b>Total current liabilities</b>	<b>27,669,711</b>	<b>8,006,311</b>	<b>634,692</b>	<b>832,478</b>
<b>Noncurrent Liabilities:</b>				
Nuclear decommissioning costs	10,995,941	-	-	-
Claims payable	-	-	-	-
Compensated absences payable	317,370	273,971	258,937	-
Capital lease payable	-	-	-	-
OPEB obligation payable	511,941	244,629	223,024	-
Net pension liability	26,362,323	7,362,272	6,142,414	-
Unamortized (Discount) Premium	-	(89,665)	-	-
Revenue bonds and notes payable after one year	56,800,400	84,259,600	-	-
<b>Total noncurrent liabilities</b>	<b>94,987,975</b>	<b>92,050,787</b>	<b>6,624,375</b>	<b>-</b>
<b>Deferred Inflows of Resources:</b>				
Deferred amount on debt refunding	-	343,463	-	-
Deferred inflows pension related	751,366	209,636	175,068	-
Regulatory liability-rate stabilization	21,801,571	-	-	-
<b>Total deferred inflows of resources</b>	<b>22,552,937</b>	<b>553,299</b>	<b>175,068</b>	<b>-</b>
<b>Net Position</b>				
Net investment in capital assets	68,965,327	124,179,854	954,072	2,447,850
Restricted for debt service	611,838	4,591,185	-	-
Restricted for capital projects	2,289,751	5,482,445	-	-
Unrestricted (accumulated deficit)	26,114,797	24,520,123	1,916,236	(407,729)
<b>Total net position</b>	<b>\$ 97,981,713</b>	<b>\$ 158,773,607</b>	<b>\$ 2,870,308</b>	<b>\$ 2,040,121</b>

The notes to the financial statements are an integral part of the financial statements.

	ENTERPRISE FUNDS				GOVERNMENTAL
	Ocala International Airport	Communi- cations	SunTran	Total	ACTIVITIES Internal Service Funds
<b>Liabilities</b>					
<b>Current Liabilities:</b>					
Payable from unrestricted assets:					
Accounts payable and accrued liabilities	\$ 156,700	\$ 196,117	\$ 379,412	\$ 18,491,016	\$ 949,303
Contract retainage	-	-	-	905,103	-
Claims payable	-	-	-	-	1,595,067
Compensated absences payable	33,575	57,989	-	1,786,689	-
Due to other funds	-	-	658,033	1,023,548	-
Customer deposits	117,753	-	-	8,228,500	-
Capital lease payable	-	-	-	-	54,278
Unearned revenue	-	-	-	1,138,834	-
Total current liabilities payable from unrestricted assets	308,028	254,106	1,037,445	31,573,690	2,598,648
Payable from restricted assets:					
Accounts payable and accrued liabilities	-	-	-	207,392	-
Accrued interest payable	-	-	-	1,476,689	-
Revenue bonds payable within one year	-	-	-	5,485,000	-
Total current liabilities payable from restricted assets	-	-	-	7,169,081	-
<b>Total current liabilities</b>	<b>308,028</b>	<b>254,106</b>	<b>1,037,445</b>	<b>38,742,771</b>	<b>2,598,648</b>
<b>Noncurrent Liabilities:</b>					
Nuclear decommissioning costs	-	-	-	10,995,941	-
Claims payable	-	-	-	-	6,946,316
Compensated absences payable	9,995	15,713	-	875,986	-
Capital lease payable	-	-	-	-	120,948
OPEB obligation payable	16,986	21,087	-	1,017,667	-
Net pension liability	43,714	1,329,134	-	41,239,857	-
Unamortized (Discount) Premium	-	-	-	(89,685)	-
Revenue bonds and notes payable after one year	-	-	-	141,060,000	-
<b>Total noncurrent liabilities</b>	<b>70,695</b>	<b>1,365,934</b>	<b>-</b>	<b>195,099,766</b>	<b>7,067,264</b>
<b>Deferred Inflows of Resources:</b>					
Deferred amount on debt refunding	-	-	-	343,463	-
Deferred inflows pension related	1,246	37,882	-	1,175,398	-
Regulatory liability-rate stabilization	-	-	-	21,801,571	-
<b>Total deferred inflows of resources</b>	<b>1,246</b>	<b>37,882</b>	<b>-</b>	<b>23,320,432</b>	<b>-</b>
<b>Net Position</b>					
Net investment in capital assets	22,206,920	4,750,798	2,827,405	226,332,226	13,886,258
Restricted for debt service	-	-	-	5,203,023	-
Restricted for capital projects	-	-	-	7,772,196	-
Unrestricted (accumulated deficit)	728,215	3,579,771	(189,254)	56,262,159	17,223,845
<b>Total net position</b>	<b>\$ 22,935,135</b>	<b>\$ 8,330,569</b>	<b>\$ 2,638,151</b>	<b>\$ 295,569,604</b>	<b>\$ 31,110,103</b>

**CITY OF OCALA, FLORIDA**  
**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION**  
**PROPRIETARY FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2015**

	<b>BUSINESS-TYPE ACTIVITIES -</b>			
	<b>Electric System Revenue</b>	<b>Water and Sewer</b>	<b>Sanitation</b>	<b>Municipal Golf Course</b>
<b>Operating Revenues:</b>				
Charges for services	\$ 141,701,509	\$ 26,595,544	\$ 10,202,439	\$ 1,014,454
Other	1,665,069	69,851	9,927	-
Total operating revenues	143,366,578	26,665,395	10,212,366	1,014,454
<b>Operating Expenses:</b>				
Purchase of electricity	99,166,751	-	-	-
Distribution	10,879,759	2,210,189	-	-
Operation and maintenance	27,228	453,123	4,686,367	87,295
Water and sewer treatment	-	5,960,111	-	-
Sewer collection	-	2,731,168	-	-
Internal service	-	-	-	-
Administration	9,217,421	4,028,519	3,440,817	1,259,599
Depreciation	8,108,117	10,210,563	91,380	445,041
Other	2,137,790	-	-	-
Total operating expenses	129,537,066	25,593,673	8,218,564	1,791,935
<b>Operating income (loss)</b>	<b>13,829,512</b>	<b>1,071,722</b>	<b>1,993,802</b>	<b>(777,481)</b>
<b>Non-Operating Revenues (Expenses):</b>				
Investment income	974,647	811,716	115,814	1,053
Interest expense	(2,070,143)	(3,929,085)	-	-
Amortization of bond discounts/premiums	67,133	78,659	-	-
Other non-operating revenue	336,364	-	-	-
Total non-operating revenues (expenses)	(691,999)	(3,038,710)	115,814	1,053
<b>Income (loss) before capital contributions and transfers</b>	<b>13,137,513</b>	<b>(1,966,988)</b>	<b>2,109,616</b>	<b>(776,428)</b>
<b>Capital Contributions</b>	<b>479,192</b>	<b>6,475,109</b>	<b>1,054</b>	<b>-</b>
<b>Transfers:</b>				
Transfers in	-	-	-	118,076
Transfers out	(7,484,267)	(2,010,399)	(1,461,027)	(173,000)
Total transfers	(7,484,267)	(2,010,399)	(1,461,027)	(54,924)
<b>Change in net position</b>	<b>6,132,438</b>	<b>2,497,722</b>	<b>649,643</b>	<b>(831,352)</b>
<b>Net position - October 1, restated</b>	<b>91,849,275</b>	<b>156,275,885</b>	<b>2,220,665</b>	<b>2,871,473</b>
<b>Net position - September 30</b>	<b>\$ 97,981,713</b>	<b>\$ 158,773,607</b>	<b>\$ 2,870,308</b>	<b>\$ 2,040,121</b>

The notes to the financial statements are an integral part of the financial statements.

	ENTERPRISE FUNDS				GOVERNMENTAL ACTIVITIES
	Ocala International Airport	Communi- cations	SunTran	Total	Internal Service Funds
<b>Operating Revenues:</b>					
Charges for services	\$ 985,503	\$ 3,072,760	\$ 395,517	\$ 183,967,726	\$ 13,495,785
Other	2,622	27,546	35,042	1,810,057	1,482,605
Total operating revenues	988,125	3,100,306	430,559	185,777,783	14,978,390
<b>Operating Expenses:</b>					
Purchase of electricity	-	-	-	99,166,751	-
Distribution	-	-	-	13,089,948	-
Operation and maintenance	424,175	1,447,027	2,933,397	10,058,612	-
Water and sewer treatment	-	-	-	5,960,111	-
Sewer collection	-	-	-	2,731,168	-
Internal service	-	-	-	-	13,715,843
Administration	402,759	539,972	-	18,889,087	-
Depreciation	891,457	485,289	280,574	20,512,421	2,172,237
Other	-	-	-	2,137,790	-
Total operating expenses	1,718,391	2,472,288	3,213,971	172,545,888	15,888,080
<b>Operating income (loss)</b>	(730,266)	628,018	(2,783,412)	13,231,895	(909,690)
<b>Non-Operating Revenues (Expenses):</b>					
Investment income	11,437	64,292	-	1,978,959	485,026
Interest expense	-	-	-	(5,999,228)	(15,741)
Amortization of bond discounts/premiums	-	-	-	145,792	-
Other non-operating revenue	-	-	2,159,079	2,495,443	1,325
Total non-operating revenues (expenses)	11,437	64,292	2,159,079	(1,379,034)	470,610
<b>Income (loss) before capital contributions and transfers</b>	(718,829)	692,310	(624,333)	11,852,861	(439,080)
<b>Capital Contributions</b>	593,251	-	-	7,548,606	-
<b>Transfers:</b>					
Transfers in	-	-	347,660	465,736	2,572,873
Transfers out	-	(152,631)	-	(11,281,324)	(2,694,764)
Total transfers	-	(152,631)	347,660	(10,815,588)	(121,891)
<b>Change in net position</b>	(125,578)	539,679	(276,673)	8,585,879	(560,971)
<b>Net position - October 1, restated</b>	23,060,713	7,790,890	2,914,824	286,983,725	31,671,074
<b>Net position - September 30</b>	\$ 22,935,135	\$ 8,330,569	\$ 2,638,151	\$ 295,569,604	\$ 31,110,103

# CAFR ending September 30, 2014

## CITY OF OCALA, FLORIDA STATEMENT OF NET POSITION PROPRIETARY FUNDS SEPTEMBER 30, 2014

	BUSINESS-TYPE ACTIVITIES -			
	Electric System Revenue	Water and Sewer	Sanitation	Municipal Golf Course
<b>Assets</b>				
<b>Current Assets:</b>				
Cash and investments	\$ 2,700	\$ 250	\$ -	\$ 38,469
Equity in pooled cash and investment fund	37,581,777	41,933,917	7,350,627	81,652
Restricted assets available for current liabilities	1,756,585	7,035,757	-	-
Receivables (net, where applicable, of allowances for uncollectibles):				
Accounts and notes	9,245,587	1,313,627	481,676	-
Accrued interest	116,481	83,917	15,263	134
Unbilled revenues	7,323,276	1,287,641	516,415	-
Prepays	342,315	230,093	-	13,504
Inventories	4,782,175	987,487	-	60,475
Due from other governments	-	606,322	-	-
<b>Total current assets</b>	<b>61,150,896</b>	<b>53,479,011</b>	<b>8,363,981</b>	<b>194,234</b>
<b>Noncurrent Assets:</b>				
<b>Restricted Assets:</b>				
Cash and investments:				
Crystal river decommissioning trust	10,657,432	-	-	-
Equity in pooled cash and investment fund:				
Construction accounts	6,639,176	5,433,985	-	-
Debt service accounts	1,699,755	6,443,848	-	-
Impact fee accounts	-	5,520,421	-	-
Rate stabilization	21,801,571	-	-	-
Renewal and replacement	2,347,168	1,313,696	-	-
Accrued interest receivable:				
Impact fee accounts	-	12,024	-	-
Less: Portion classified as current	(1,756,585)	(7,035,757)	-	-
<b>Total restricted assets</b>	<b>41,388,517</b>	<b>11,688,217</b>	<b>-</b>	<b>-</b>
<b>Capital assets, net:</b>				
Land	5,483,245	10,971,451	-	357,343
Buildings	3,549,777	1,854,976	545,303	505,879
Improvements other than buildings	106,396,194	173,615,718	-	1,998,413
Machinery and equipment	732,282	422,899	286,746	15,270
Intangible assets	3,309,214	436,575	-	-
Construction in process	4,957,609	5,113,821	-	-
<b>Total capital assets (net)</b>	<b>124,428,321</b>	<b>192,415,440</b>	<b>832,049</b>	<b>2,876,905</b>
<b>Total noncurrent assets</b>	<b>165,816,838</b>	<b>204,103,657</b>	<b>832,049</b>	<b>2,876,905</b>
<b>Total assets</b>	<b>\$ 226,967,734</b>	<b>\$ 257,582,668</b>	<b>\$ 9,196,030</b>	<b>\$ 3,071,139</b>
<b>Deferred outflows of resources:</b>				
Deferred amount on debt refunding	258,534	2,796,821	-	-
<b>Total deferred outflows of resources</b>	<b>\$ 258,534</b>	<b>\$ 2,796,821</b>	<b>\$ -</b>	<b>\$ -</b>

The notes to the financial statements are an integral part of the financial statements.

	ENTERPRISE FUNDS				GOVERNMENTAL
	Ocala International Airport	Communi- cations	SunTran	Total	ACTIVITIES Internal Service Funds
<b>Assets</b>					
<b>Current Assets:</b>					
Cash and investments	\$ -	\$ -	\$ -	\$ 41,419	\$ -
Equity in pooled cash and investment fund	719,129	4,020,556	-	91,687,658	31,609,614
Restricted assets available for current liabilities	-	-	-	8,792,342	-
Receivables (net, where applicable, of allowances for uncollectibles):					
Accounts and notes	52,985	200,058	-	11,293,933	378,089
Accrued interest	1,246	8,176	-	225,217	57,152
Unbilled revenues	-	70,859	-	9,198,191	-
Prepays	270	6,414	-	592,596	-
Inventories	-	108,723	-	5,938,860	-
Due from other governments	11,449	-	859,451	1,477,222	-
<b>Total current assets</b>	<u>785,079</u>	<u>4,414,786</u>	<u>859,451</u>	<u>129,247,438</u>	<u>32,044,855</u>
<b>Noncurrent Assets:</b>					
Restricted Assets:					
Cash and investments:	-	-	-	10,657,432	-
Crystal river decommissioning trust					
Equity in pooled cash and investment fund:	32,493	-	-	12,105,654	-
Construction accounts	-	-	-	8,143,603	-
Debt service accounts	-	-	-	5,520,421	-
Impact fee accounts	-	-	-	21,601,571	-
Rate stabilization	-	-	-	3,660,864	-
Renewal and replacement					
Accrued interest receivable:	-	-	-	12,024	-
Impact fee accounts	-	-	-	(8,792,342)	-
Less: Portion classified as current	32,493	-	-	53,109,227	-
<b>Total restricted assets</b>	<u>5,760,401</u>	<u>-</u>	<u>-</u>	<u>22,572,440</u>	<u>-</u>
Capital assets, net:	4,346,820	-	1,108,257	11,911,012	120,583
Land	12,171,613	4,408,081	-	298,590,019	251,822
Buildings	94,214	383,329	1,999,723	3,934,463	12,082,433
Improvements other than buildings	-	21,191	-	3,766,980	405,103
Machinery and equipment	18,182	15,612	-	10,105,224	245,056
Intangible assets	22,391,230	4,828,213	3,107,980	350,880,138	13,104,997
Construction in process	22,423,723	4,828,213	3,107,980	403,989,365	13,104,997
<b>Total capital assets (net)</b>	<u>23,208,802</u>	<u>9,242,999</u>	<u>3,967,431</u>	<u>533,236,803</u>	<u>45,149,852</u>
<b>Total noncurrent assets</b>	<u>\$ 23,208,802</u>	<u>\$ 9,242,999</u>	<u>\$ 3,967,431</u>	<u>\$ 533,236,803</u>	<u>\$ 45,149,852</u>
<b>Total assets</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,055,355</u>	<u>-</u>
<b>Deferred outflows of resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,055,355</u>	<u>\$ -</u>
Deferred amount on debt refunding					
<b>Total deferred outflows of resources</b>					

(Continued)

**CITY OF OCALA, FLORIDA**  
**STATEMENT OF NET POSITION (Continued)**  
**PROPRIETARY FUNDS**  
**SEPTEMBER 30, 2014**

	BUSINESS-TYPE ACTIVITIES -			
	Electric System Revenue	Water and Sewer	Sanitation	Municipal Golf Course
<b>Liabilities</b>				
<b>Current Liabilities:</b>				
Payable from unrestricted assets:				
Accounts payable and accrued liabilities	\$ 10,488,642	\$ 1,152,866	\$ 459,709	\$ 158,334
Contract retainage	6,187	302,301	-	-
Claims payable	-	-	-	-
Compensated absences payable	1,116,170	275,799	174,666	-
Due to other funds	-	-	-	-
Customer deposits	7,108,635	-	-	13,197
Capital lease payable	-	-	-	-
Unearned revenue	935,650	128,881	-	28,135
Total current liabilities payable from unrestricted assets	19,655,284	1,859,847	634,375	199,666
Payable from restricted assets:				
Accounts payable and accrued liabilities	116,368	640,321	-	-
Accrued interest payable	950,217	1,725,436	-	-
Revenue bonds payable within one year	690,000	4,670,000	-	-
Total current liabilities payable from restricted assets	1,756,585	7,035,757	-	-
<b>Total current liabilities</b>	<b>21,411,869</b>	<b>8,895,604</b>	<b>634,375</b>	<b>199,666</b>
<b>Noncurrent Liabilities:</b>				
Nuclear decommissioning costs	10,657,432	-	-	-
Compensated absences payable	280,716	261,772	225,708	-
Capital lease payable	-	-	-	-
OPEB obligation payable	487,803	231,237	214,923	-
Unamortized (Discount) Premium	1,208,395	1,413,596	-	-
Revenue bonds and notes payable after one year	54,205,750	86,229,250	-	-
<b>Total noncurrent liabilities</b>	<b>66,840,096</b>	<b>88,135,855</b>	<b>440,631</b>	<b>-</b>
<b>Deferred Inflows of Resources:</b>				
Regulatory liability-rate stabilization	21,801,571	-	-	-
<b>Total deferred inflows of resources</b>	<b>21,801,571</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Position</b>				
Net investment in capital assets	75,221,886	108,333,400	832,049	2,876,905
Restricted for debt service	749,538	4,718,412	-	-
Restricted for capital projects	2,347,168	6,846,141	-	-
Unrestricted (accumulated deficit)	38,854,140	43,450,077	7,288,975	(5,432)
<b>Total net position</b>	<b>\$ 117,172,732</b>	<b>\$ 163,348,030</b>	<b>\$ 8,121,024</b>	<b>\$ 2,871,473</b>

The notes to the financial statements are an integral part of the financial statements.

	ENTERPRISE FUNDS				GOVERNMENTAL
	Ocala International Airport	Communi- cations	SunTran	Total	ACTIVITIES Internal Service Funds
<b>Liabilities</b>					
<b>Current Liabilities:</b>					
Payable from unrestricted assets:					
Accounts payable and accrued liabilities	\$ 27,853	\$ 97,117	\$ 560,237	\$ 12,944,758	\$ 2,456,494
Contract retainage	-	-	-	308,488	-
Claims payable	-	-	-	-	5,726,088
Compensated absences payable	23,510	49,482	-	1,639,627	-
Due to other funds	-	-	492,370	492,370	-
Customer deposits	30,553	-	-	7,152,385	-
Capital lease payable	-	-	-	-	1,120,970
Unearned revenue	-	-	-	1,092,666	-
Total current liabilities payable from unrestricted assets	81,916	146,599	1,052,607	23,630,294	13,303,552
Payable from restricted assets:					
Accounts payable and accrued liabilities	-	-	-	756,689	-
Accrued interest payable	-	-	-	2,675,653	-
Revenue bonds payable within one year	-	-	-	5,360,000	-
Total current liabilities payable from restricted assets	-	-	-	8,792,342	-
<b>Total current liabilities</b>	<b>81,916</b>	<b>146,599</b>	<b>1,052,607</b>	<b>32,422,636</b>	<b>13,303,552</b>
<b>Noncurrent Liabilities:</b>					
Nuclear decommissioning costs	-	-	-	10,657,432	-
Compensated absences payable	8,188	9,486	-	785,870	-
Capital lease payable	-	-	-	-	175,226
OPEB obligation payable	15,994	19,268	-	969,225	-
Unamortized (Discount) Premium	-	-	-	2,621,991	-
Revenue bonds and notes payable after one year	-	-	-	140,435,000	-
<b>Total noncurrent liabilities</b>	<b>24,182</b>	<b>28,754</b>	<b>-</b>	<b>155,469,518</b>	<b>175,226</b>
<b>Deferred Inflows of Resources:</b>					
Regulatory liability-rate stabilization	-	-	-	21,801,571	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>21,801,571</b>	<b>-</b>
<b>Net Position</b>	<b>22,423,723</b>	<b>4,828,213</b>	<b>3,107,980</b>	<b>217,624,156</b>	<b>11,808,801</b>
Net investment in capital assets	-	-	-	5,467,950	-
Restricted for debt service	-	-	-	9,193,309	-
Restricted for capital projects	678,981	4,239,433	(193,156)	94,313,018	19,862,273
Unrestricted (accumulated deficit)	\$ 23,102,704	\$ 9,067,646	\$ 2,914,824	\$ 326,598,433	\$ 31,671,074
<b>Total net position</b>					



**CITY OF OCALA, FLORIDA**  
**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION**  
**PROPRIETARY FUNDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2014**

	<b>BUSINESS-TYPE ACTIVITIES -</b>			
	<b>Electric System Revenue</b>	<b>Water and Sewer</b>	<b>Sanitation</b>	<b>Municipal Golf Course</b>
<b>Operating Revenues:</b>				
Charges for services	\$ 141,720,895	\$ 26,177,560	\$ 10,212,427	\$ 1,162,307
Rate stabilization usage (funding)	5,696,395	-	-	-
Other	1,664,017	165,705	13,594	-
<b>Total operating revenues</b>	<b>149,081,307</b>	<b>26,343,265</b>	<b>10,226,021</b>	<b>1,162,307</b>
<b>Operating Expenses:</b>				
Purchase of electricity	106,192,970	-	-	-
Distribution	10,920,311	2,446,035	-	-
Operation and maintenance	436,753	938,292	4,779,150	50,698
Water and sewer treatment	-	5,370,922	-	-
Sewer collection	-	3,073,061	-	-
Internal service	-	-	-	-
Administration	9,112,720	2,989,080	3,633,306	1,206,613
Depreciation	8,076,533	9,963,644	88,072	456,618
Other	2,865,616	91,397	-	-
<b>Total operating expenses</b>	<b>137,604,903</b>	<b>24,872,431</b>	<b>8,500,528</b>	<b>1,713,929</b>
<b>Operating income (loss)</b>	<b>11,476,404</b>	<b>1,470,834</b>	<b>1,725,493</b>	<b>(551,622)</b>
<b>Non-Operating Revenues (Expenses):</b>				
Investment income	736,618	631,246	84,988	842
Interest expense	(2,373,874)	(4,302,467)	-	-
Amortization of bond discounts/premiums	94,850	101,833	-	-
Other non-operating revenue	-	-	-	-
<b>Total non-operating revenues (expenses)</b>	<b>(1,542,406)</b>	<b>(3,569,388)</b>	<b>84,988</b>	<b>842</b>
<b>Income (loss) before capital contributions and transfers</b>	<b>9,933,998</b>	<b>(2,098,554)</b>	<b>1,810,481</b>	<b>(550,780)</b>
<b>Capital Contributions</b>	<b>1,311,806</b>	<b>1,659,150</b>	<b>1,581</b>	<b>-</b>
<b>Transfers:</b>				
Transfers in	603,221	-	-	220,832
Transfers out	(9,702,159)	(2,020,857)	(2,844,400)	(173,000)
<b>Total transfers</b>	<b>(9,098,938)</b>	<b>(2,020,857)</b>	<b>(2,844,400)</b>	<b>47,832</b>
<b>Change in net position</b>	<b>2,146,866</b>	<b>(2,460,261)</b>	<b>(1,032,338)</b>	<b>(502,948)</b>
<b>Net position - October 1, restated</b>	<b>115,025,866</b>	<b>165,808,291</b>	<b>9,153,362</b>	<b>3,374,421</b>
<b>Net position - September 30</b>	<b>\$ 117,172,732</b>	<b>\$ 163,348,030</b>	<b>\$ 8,121,024</b>	<b>\$ 2,871,473</b>

The notes to the financial statements are an integral part of the financial statements.

	ENTERPRISE FUNDS				GOVERNMENTAL
	Ocala International Airport	Communi- cations	SunTran	Total	ACTIVITIES Internal Service Funds
<b>Operating Revenues:</b>					
Charges for services	\$ 771,726	\$ 2,709,099	\$ 347,735	\$ 183,101,749	\$ 14,461,001
Rate stabilization usage (funding)	-	-	-	5,696,395	-
Other	(41)	542	33,350	1,977,167	1,112,905
Total operating revenues	771,685	2,709,641	381,085	190,675,311	15,573,906
<b>Operating Expenses:</b>					
Purchase of electricity	-	-	-	106,192,970	-
Distribution	-	-	-	13,366,346	-
Operation and maintenance	406,689	1,390,589	2,790,190	10,792,361	-
Water and sewer treatment	-	-	-	5,370,922	-
Sewer collection	-	-	-	3,073,061	-
Internal service	-	-	-	-	15,485,663
Administration	292,756	-	-	17,234,475	-
Depreciation	860,546	477,293	273,970	20,196,676	1,893,157
Other	-	-	-	2,957,013	-
Total operating expenses	1,559,991	1,867,882	3,064,160	179,183,824	17,378,820
<b>Operating income (loss)</b>	<b>(788,306)</b>	<b>841,759</b>	<b>(2,683,075)</b>	<b>11,491,487</b>	<b>(1,804,914)</b>
<b>Non-Operating Revenues (Expenses):</b>					
Investment income	6,888	46,519	-	1,507,101	315,988
Interest expense	-	-	-	(6,676,341)	(26,242)
Amortization of bond discounts/premiums	-	-	-	196,683	-
Other non-operating revenue	-	-	2,096,501	2,096,501	(4,554)
Total non-operating revenues (expenses)	6,888	46,519	2,096,501	(2,876,056)	285,192
<b>Income (loss) before capital contributions and transfers</b>	<b>(781,418)</b>	<b>888,278</b>	<b>(586,574)</b>	<b>8,615,431</b>	<b>(1,519,722)</b>
<b>Capital Contributions</b>	<b>133,315</b>	<b>-</b>	<b>-</b>	<b>3,105,852</b>	<b>-</b>
<b>Transfers:</b>					
Transfers in	-	-	367,223	1,191,276	3,036,736
Transfers out	-	(1,240,221)	-	(15,980,637)	-
Total transfers	-	(1,240,221)	367,223	(14,789,361)	3,036,736
<b>Change in net position</b>	<b>(648,103)</b>	<b>(351,943)</b>	<b>(219,351)</b>	<b>(3,068,078)</b>	<b>1,517,014</b>
<b>Net position - October 1, restated</b>	<b>23,750,807</b>	<b>9,419,589</b>	<b>3,134,175</b>	<b>329,666,511</b>	<b>30,154,060</b>
<b>Net position - September 30</b>	<b>\$ 23,102,704</b>	<b>\$ 9,067,646</b>	<b>\$ 2,914,824</b>	<b>\$ 326,598,433</b>	<b>\$ 31,671,074</b>

### End of Income Statement & Balance Sheet Section (CAFR)

## **Network**

OFN solely owns the Layer 1 network and utilizes Layer 2 switching allowing the ability to easily manage and route traffic. With Layer 2 switching, we utilize VLAN Tagging (802.1Q) to deliver services within the network. Network monitoring software is used to provide web utilization report and additional traffic analysis.

## **Facilities**

OFN's NOC is a certified SOC-2 Type-1 carrier-grade, hardened facility providing multiple levels of security, redundancy and high-availability to support daily operations. The facility has multiple utility power feeds, multiple diverse battery backup systems and onsite generators. The facility has diverse fiber entry points to protect against any individual anomalies.

## **Operations**

Real-time network management systems are constantly monitored for alarms, errors affecting services, enabling Network Engineers to proactively respond to any issues. OFN maintains a 24x7x365 NOC and has support from a 24x7x365 City System Control and Dispatch Center. (*See Attachment F- Call Center Access*)

## **Services and Territory**

OFN provides Metro Ethernet transport, broadband internet, co-location and dark fiber services to medical, government, business and residential customers throughout Marion County. All of the services are delivered across an advanced 100% fiber-optic network owned and operated by OFN.

## **Partnerships and Relationships**

OFN currently has a direct relationship with Level3 Communications, Gigalinx, CenturyLink, Marion Cablevision and Gainesville Regional Utilities (GRU). OFN has fiber connections into Level3, Gigalinx and GRU networks, delivering five (5) Gigs of bandwidth directly into our NOC; providing transport and internet services.

## **Current and Future Market Strategies**

Ocala Fiber's current strategy is to provide cutting edge broadband service to the local community, along with continuing the expansion of our fiber network throughout Marion County. Our future market strategy is to provide best-in-class broadband service by continually upgrading and adopting new technology as it become available in this dynamic market.

## **Similar Clients**

OFN currently provides services to 982 clients and integrates hundreds of switches across our network, in a very similar configuration to the services requested in this RFP. OFN manages Metro-Ethernet Area Networks to local business customers in comparable configurations.

We provide services to Marion County Remote Schools (RFP #3574RC), Marion County Sheriff, Tax Collector, Marion County Fire, all Marion County Libraries, City of Ocala and the 30 plus facilities, Police Department, FDOT, Marion County, and City of Ocala Traffic systems, City Fire Stations, City Water-Sewer Utilities, Electric Utilities and their Data Centers.

### References

- School Board of Marion County
- Marion County Government Agencies
- Munroe Regional Medical Center and its affiliates
- Ocala Regional Medical Center Facilities
- Major Regional Medical Facilities
- Private MAN Network re-sellers
- Private Medical Networks
- Marion County Sheriff

*Detailed contact information can be provided upon request*

### 3. Prepared Response

- Service requested will be effective as of July 1, 2018.
- Service Year 1 pricing will be effective as of July 1, 2018.
- Four-year contract, with four (4), one year renewals.
- OFN will provide separate billing for each site location as requested.
- OFN will accept addendums and upgrade capability as required.
- OFN will provide 24x7 call center access for SBMC personnel and email addresses for notification/communications of network anomalies. (*Reference Attachment F*)
- OFN will provide network monitoring access for reports and additional traffic analysis.
- OFN's Layer 2 network will support IP Routing, VoIP, video, and multicast transport services
- OFN's Layer 2 network will support WAKE on LAN technologies
- All Layer 2 switching will transport across an SBMC Layer 1 dedicated fiber network providing low latency (less than 5ms) for data, VoIP, and video services.
- All Layer 2 switching will transport across an SBMC Layer 1 dedicated fiber network providing QOS for data, VoIP and video streaming.
- OFN will provide SNMP "READ" access to our Layer 2 equipment required by SBMC.

- (31) sites will be designed and implemented as 1 Gig upgradeable to 10 Gig
- (15) sites will be designed and implemented as 10 Gig with upgradability
- (2) sites will be designed and implemented as 40 Gig upgradeable to 100 Gig
  - *See SBMC Network Topology Attachment G*
- Bandwidth upgrade requests will be implemented within the 120-day requirement
- 80% of sites will be substantially completed by January 1, 2018.
- All sites will be 100% completed by April 25, 2018.
- OFN will contract with the School Board using the Agreement for Goods and/or Services Contract Template referenced in the RFP #3641RC, Fiber Services to Metropolitan Area Network Schools and substituting the per-agreed clause noted below:

No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under § 768.28, Fla. Stats. (2015). This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

## **Detailed Design for Scope of Services**

### **Fiber Installations**

Twenty-five (25) SBMC sites are within OFN's 550 miles of fiber infrastructure. The remaining 23 sites will be a combination of new construction and lease. All leased fiber will be limited to Dark Fiber to insure network integrity and security. OFN has the ability and the resources to complete the scope of work within the required deadlines. Individual fiber strands are designed for each site back to a hub location; this will provide current and future upgradeability as required by SBMC (*Please reference Attachments D/E*).

### **Detailed Network Description**

All Layer 2 switching will support IP Routing, VoIP, Video and multicast transport through Q-in-Q transport. With Q-in-Q transport, SBMC will have the capabilities to change VLAN tags within the network.

OFN provided a Top Level Topology View of Layer 2 switching deployment (*Please reference Attachment G*).

## Reference Section 8.1 RFP

The following 31 schools will have a 1 Gig handoff directly to SBMC devices. All OFN's Layer 2 devices are upgradeable to 10 Gig or multiple 1 Gig LinkAgg handoff upon request.

Sunrise Elementary	Bellevue Elementary	Marion Youth Academy
Marion Oaks Elementary	Bellevue-Santos Elementary	Anthony Elementary
Hammett Bowen Elementary	Shady Hill Elementary	Oakcrest Elementary
Maddison Street Elementary	Emerald Shores Elementary	Evergreen Elementary
Facilities and Maintenance	Stanton Weirsdale Elementary	Wyomina Park Elementary
Dr. N.H. Jones Elementary	Fessenden Elementary	Maplewood Elementary
MRJDC	Transportation	Ocala Springs Elementary
College Park Elementary	Harbour View Elementary	East Marion Elementary
Saddlewood Elementary	Legacy Elementary	Hillcrest School
South Ocala Elementary	Greenway Elementary	Ward Highlands Elementary
		Sparr Elementary

The following 15 schools are designed as 10 Gig with a 10 Gig or multiple 1 Gig LinkAgg handoff from our Layer 2 devices if requested.

Liberty Middle	North Marion Middle	Ft. King Middle
West Port High	North Marion High	Bellevue Middle
Marion Technical College	Fort McCoy School	Bellevue High
Howard Middle School	Vanguard High School	Lake Weir Middle
Horizon Academy	Marion Technical Institute	Forest High

The remaining two (2) locations will have a 4x10 Gig LinkAgg handoff directly to SBMC devices. OFN's Layer 2 devices are upgradeable to 100 Gig handoff if requested.

Lake Weir High  
Data Center

### **Upgrade Capability**

The SBMC's Dedicated Fiber Network is designed for future requirements. Upgrade requests will be implemented within the 120-day requirement.

### **Service Level Agreement**

- OFN will guarantee 99.999% uptime availability.
- OFN will provide a 30 minute or less Response/Communication time.
- OFN will guarantee 2-4 hours Mean Time to Restore (MTTR).
- OFN will provide a credit for outages greater than 4 hours, as requested.

### **Standard SLA Credits**

<b>Service Interruption Length</b>	<b>Credit</b>
30 minutes to <4 hours	<u>0% of Monthly Recurring Cost (MRC)</u>
4 hours to <8 hours	<u>1 Day Credit of MRC per site affected</u>
8 hours to <16 hours	<u>1 Week Credit of MRC per site affected</u>
16 hours to <24 hours	<u>2 Weeks Credit of MRC per site affected</u>
24 hours	<u>4 Weeks Credit of MRC per site affected</u>

### **Priority Restore Services**

OFN will provide priority restore services to the following identified school shelters if activated:

1. Belleview High
2. Belleview Middle
3. Forest High
4. Ft. McCoy
5. Hammett Bowen Elementary
6. Horizon Academy at Marion Oaks
7. Lake Weir High
8. Liberty Middle
9. Madison Street Academy
10. North Marion Middle
11. Saddlewood Elementary
12. Vanguard High
13. West Port High

OFN will also provide priority restore service to Dunnellon High School.

**Maintenance**

- SBMC will receive at least 48 hours advance notice of service-impacting Scheduled Maintenance.
- SBMC will be notified if Emergency maintenance has been performed.

**Optional Services**

- OFN will provide 100 MB internet connection burstable to a minimum of 1 GB to Lake Weir High and/or the Data Center.
- Bursting will incur additional charges at the rate of \$3.00 per Meg of averaged sustained usage per Day/Event.
- Will provide up to a /28 network if needed.
- Uninterruptible Power Supply (UPS) units will be required at each school.
- All Layer 2 devices shall have a redundant power supply.

**4. Universal Service (E-Rate) Requirements**

City of Ocala Telecommunications is fully registered with the Universal Service Administrative Company (USAC) to provide services under the Schools and Libraries program to qualified E-Rate organizations.

**City of Ocala Telecommunications SPIN and FCCRN:**

Service Provider Identification Number (SPIN) is 143007162.

Federal Communications Commission Registration Number (FCCRN) is 0001803667.

City of Ocala Telecommunications will participate in the E-rate Program. The department will cooperate fully in all respects with the District, the Universal Service Administrative Company (USAC), and any agency or organization administering the E-rate Program. This will ensure the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with OFN's services and/or products.

City of Ocala Telecommunications will not charge the District more for E-rate eligible goods or services.

City of Ocala Telecommunications will provide the District staff and/or District's E-rate consultant all information and documentation for E-rate applications.

City of Ocala Telecommunications will itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding.



City of Ocala Telecommunications will comply with USF Discounted Invoicing and Reimbursement Processes. At the District's request, either (a) invoice the District only for the non-discounted amounts due on E-rate approved transactions and simultaneously invoice the USAC for the balance or (b) invoice the District in full for eligible products and services.

City of Ocala Telecommunications will maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to services provided to the District. All records will be retained for ten (10) years following completion of services and shall be subject to an audit by the District. The department will include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, City of Ocala Telecommunications will create, implement, and enforce an internal E-rate audit process listed under USF Audit and Document Retention Requirement section.

## 5. Pricing

OFN is pleased to provide the following pricing options to (SBMC). Pricing is provided for years 1-4 and optional years 5-8 as listed in the "8 Year Total Cost Summary." OFN is willing to negotiate contract terms not specifically listed below should the (SBMC) seek other options.

Costs	Total	Year 1	Year 2	Year 3	Year 4
<b>Fiber Lease Managed Services – All Listed Sites (8.1)</b>	<b>\$5,961,600</b>	<b>\$1,490,400</b>	<b>\$1,490,400</b>	<b>\$1,490,400</b>	<b>\$1,490,400</b>
Hardware	-0-	-0-	-0-	-0-	-0-
Software Licensing	-0-	-0-	-0-	-0-	-0-
Installation	-0-	-0-	-0-	-0-	-0-
Maintenance	-0-	-0-	-0-	-0-	-0-
QoS – Data VOIP, Video	-0-	-0-	-0-	-0-	-0-
Documentation & Training	-0-	-0-	-0-	-0-	-0-
Project Management	-0-	-0-	-0-	-0-	-0-
Value Add Service:	-0-	-0-	-0-	-0-	-0-
Other: 100Meg Dedicated Internet Access	\$21,600	\$5,400	\$5,400	\$5,400	\$5,400
<b>Total</b>	<b>\$5,983,200</b>	<b>\$1,495,800</b>	<b>\$1,495,800</b>	<b>\$1,495,800</b>	<b>\$1,495,800</b>

Costs	Option: Year 5	Option: Year 6	Option: Year 7	Option: Year 8
<b>Fiber Lease Managed Services – All Listed Sites (8.1)</b>	<b>\$1,490,400</b>	<b>\$1,490,400</b>	<b>\$1,490,400</b>	<b>\$1,490,400</b>
Hardware	-0-	-0-	-0-	-0-
Software Licensing	-0-	-0-	-0-	-0-
Installation	-0-	-0-	-0-	-0-
Maintenance	-0-	-0-	-0-	-0-
QoS – Data VOIP, Video	-0-	-0-	-0-	-0-
Documentation & Training	-0-	-0-	-0-	-0-
Project Management	-0-	-0-	-0-	-0-
Value Add Service:	-0-	-0-	-0-	-0-
Other: 100Meg Dedicated Internet Access	\$5,400	\$5,400	\$5,400	\$5,400
<b>Total</b>	<b>\$1,495,800</b>	<b>\$1,495,800</b>	<b>\$1,495,800</b>	<b>\$1,495,800</b>

#### No Cost Items

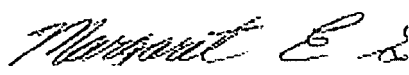
Hardware: No cost  
 Software Licensing: No cost  
 Installation: No cost  
 Maintenance: No cost  
 QoS: No cost  
 Documentation & Training: No cost  
 Project Management: No cost  
 Miscellaneous: No cost

## **6. EEO Statement**

Equal Employment Opportunity – The City of Ocala is an "Equal Opportunity Employer" and selects, hires, promotes, and compensates employees without regard to race, religion, pregnancy, age, disability, gender, color, national origin, military status, genetic information, or any other protected status. The City evaluates applicants for employment or candidates for promotion based upon their knowledge, skills, experience, education, and potential for job performance consistent with the needs of the position.

- a. The City of Ocala complies with the provisions of the Americans with Disabilities Act (ADA), and will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability.
- b. The City will make reasonable accommodations as necessary for all employees or applicants with disabilities, provided that the individual is qualified to safely perform the essential duties of their job and provided that the accommodations do not impose an undue hardship on the City. Such requests must be made to either the employee's direct supervisor or made to the Director of Human Resources and Risk Management. While the City cannot make all requested accommodations, we will work with the employee to define reasonable terms and supply such terms to the employee. If the employee cannot perform the essential functions with the requested accommodation, the employee may be terminated from the City.

## 7. Insurance

CERTIFICATE OF COVERAGE		ISSUED ON: 12/4/2015
COVERAGE PROVIDED BY: <b>PREFERRED GOVERNMENTAL INSURANCE TRUST</b>		
PACKAGE AGREEMENT NUMBER: PX2FL1 042004 15-14		COVERAGE PERIOD: 10/1/2015 TO 10/1/2017 12:01 AM
<p><b>COVERAGES:</b> This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein is subject to all the terms, exclusions and conditions of such agreement.</p>		
<b>Member Certificate Holder</b> City of Ocala 1565 NE 36th Avenue Bldg 700 Ocala, FL 34470		<b>Designated Member</b> City of Ocala 110 SE Walnut Ave., 3rd Floor Ocala, FL 34471
<b>LIABILITY COVERAGE</b> X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury Limit \$1,000,000 \$200,000/\$300,000 SIR Public Officials Liability Limit Employment Practices Liability Limit X Employer Benefits Liability Limit \$0 \$200,000/\$300,000 SIR X Law Enforcement Liability Limit \$1,000,000 \$200,000/\$300,000 SIR		<b>WORKERS' COMPENSATION COVERAGE</b> X Self Insured Workers' Compensation \$500,000 Self Insured Retention X Statutory Workers' Compensation X Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease
<b>PROPERTY COVERAGE</b> X Buildings & Personal Property Per schedule or file with \$25,000 Deductible Tied Limit Note: See coverage agreement for damage on water, flood and other disasters. X Rented, Borrowed and Leased Equipment Limit \$250,000 TIV See Schedule for Deductible X Total All other Inland Marine Limit \$3,762,535 TIV See Schedule for Deductible  <b>CRIME COVERAGE</b> Employee Dishonesty Forgery or Alteration Theft Disappearance & Destruction Computer Fraud		<b>AUTOMOBILE COVERAGE</b> Automobile Liability Limit All Owned Specifically Described Autos Hired Autos Non-Owned Autos Automobile Physical Damage X Comprehensive See Schedule for Deductible X Collision See Schedule for Deductible X Hired Auto with limit of \$35,000  Garage Keepers Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible
<p><b>NOTE:</b> The next we will pay is further limited by the limitations set forth in Section 760.20(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.</p>		
Description of Operations/ Locations/ Vehicles/Special Items: Certificate of Insurance issued with respect to Public Records Request This service completed by member's agent, who bears complete responsibility and liability for its accuracy.		
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.		
<b>Administrator</b> Public Risk Underwriters® P.O. Box 958455 Lake Mary, FL 32795-8455		<b>CANCELLATIONS:</b> WHENEVER ANY PARTY SHALL HAVE RECEIVED OR AGREED TO RECEIVE THIS CERTIFICATE FROM THE PREFERRED GOVERNMENTAL INSURANCE TRUST SHALL endeavor to have a copy of this certificate, with any written notice for nonpayment of premium to the certificate holder, mailed above, to the party named. CANCELLATION SHALL BE EFFECTIVE IMMEDIATELY UPON RECEIPT OF ANY KIND BY THE TRUST OR ITS AGENT OR REPRESENTATIVE.
<b>Producer</b> Public Risk Insurance Agency P. O. Box 2418 Daytona Beach, FL 32115		 AUTHORIZED REPRESENTATIVE
FOIT-CERT (11/09) PRIST FORM		12/0/2015

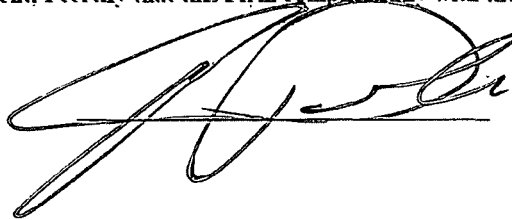
## 8. Attachment A - Drug Free Workplace Certification

### DRUG - FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or any controlled substance law of the United States or any State, for a violation occurring in the workplace not later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

A handwritten signature in black ink, appearing to be "J. J. [unclear]", is written over a horizontal line.

## 9. Attachment B - Acknowledgement of Addenda

RFP #3641RC, Fiber Services to Metropolitan Area Network Schools

Attachment B.

Acknowledgment of Addenda			
Check: (Yes) or (No)			
(Date of Receiving Addendum)			
Addendum #1	Yes <u>X</u>	No <u>   </u>	Date Received: 01/20/2017
Addendum #2	Yes <u>X</u>	No <u>   </u>	Date Received: 02/06/2017
Addendum #3	Yes <u>   </u>	No <u>   </u>	Date Received:
Addendum #4	Yes <u>   </u>	No <u>   </u>	Date Received:
Addendum #5	Yes <u>   </u>	No <u>   </u>	Date Received:

City of Ocala Telecommunications

---

Company Name

---

Signature

---

1805 NE 30th Avenue, Bldg 500

---

Address

---

Ocala, FL 34470

---

City State Zip Code

---

2-28-2017

---

Date

Please fill out the appropriate forms and return with your proposal.

Response to RFP (required) \_\_\_\_\_

Proposal Certification Form (required) \_\_\_\_\_

Drug Free Workplace Certification (required) \_\_\_\_\_

Statement of No Bid (If applicable) \_\_\_\_\_

Acknowledgement of Addenda (If applicable) \_\_\_\_\_

Certification Regarding Debarment (required) \_\_\_\_\_

## 10. Attachment C - Certificate Regarding Debarment

RFP #3641RC, Fiber Services to Metropolitan Area Network Schools

Attachment C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

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

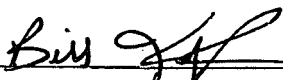
**\*\*BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE\*\***

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

City of Ocala Telecommunicaitons	RFP # 3641RC, Fiber Services to Metropolitan Area Network Schools
Organization Name	PR/Award Number or Project Name

Bill Kaufman, Assistant City Manager

Name(s) and Title(s) of Authorized Representative(s)

  
Signature(s)

3/1/2017  
Date

## **11. Attachment D - OFN Fiber Design Chain**

### **OFN Fiber Chain Designs**

The following schools are fiber daisy chain designed. The hub sites will have a 10 or 40 Gig backbone to provide the necessary bandwidth to the Data Center and Lake Weir High.

#### **Hammett Bowen Chain**

- Sunrise 1 Gig Single Mode SFP (out) to Marion Oaks 1 Gig Single Mode SFP (in)
- Marion Oaks 10 Gig Single Mode SFP+ (out) to Hammett Bowen 10 Gig Single Mode SFP+ (in)
- Hammett Bowen 10 Gig Single Mode SFP+ (out) to City of Ocala Site A 10 Gig Single Mode SFP+ (in)

#### **Shady Hill Chain**

- Belleview Elementary 1 Gig Single Mode SFP (out) to Belleview Santos 1 Gig Single Mode SFP (in)
- Belleview Santos 10 Gig Single Mode SFP+ (out) to Shady Hill 10 Gig Single Mode SFP+ (in)
- Shady Hill 10 Gig Single Mode SFP+ (out) to City of Ocala Site A 10 Gig Single Mode SFP+ (in)

#### **Vanguard Chain**

- Marion Youth Academy 1 Gig Single Mode SFP (out) to Fessenden 1 Gig Single Mode SFP (in)
- Fessenden 10 Gig Single Mode SFP+ (out) to Transportation 10 Gig Single Mode SFP+ (in)
- Transportation 10 Gig Single Mode SFP+ (out) to Vanguard 10 Gig Single Mode SFP+ (in)
- Vanguard 40 Gig QSFP Dual (out) to City of Ocala Site B 40 Gig QSFP Dual (in)

#### **Lake Weir High Chain**

- Stanton Weirsdale 1 Gig Single Mode SFP (out) to Harbour View 1 Gig Single Mode SFP (in)
- Harbour View 10 Gig Single Mode SFP+ (out) to Legacy 10 Gig Single Mode SFP+ (in)
- Legacy 10 Gig Single Mode SFP+ (out) to Greenway 10 Gig Single Mode SFP+ (in)
- Greenway 10 Gig Single Mode SFP+ (out) to Lake Weir High 10 Gig Single Mode SFP+ (in)
- Lake Weir High 40 Gig QSFP Dual (out) to City of Ocala Site A 40 Gig QSFP Dual (in)



## **12. Attachment E – OFN Fiber Design Hub**

### **OFN Fiber Hub Design**

#### **Dr. N.H. Jones Hub**

- Maddison Street 1 Gig Single Mode SFP (out) to Dr. N.H. Jones 1 Gig Single Mode SFP (in)
- Facilities Maintenance 1 Gig Single Mode SFP (out) to Dr. N.H. Jones 1 Gig Single Mode SFP (in)
- Dr. N.H. Jones 10 Gig single Mode SFP+ (out) to City of Ocala Site A 10 Gig Single Mode SFP+ (in)

#### **Ward Highlands Hub**

- Hillcrest 1 Gig Single Mode SFP (out) to Ward Highlands 1 Gig Single Mode SFP (in)
- East Marion 1 Gig Single Mode SFP (out) to Ward Highlands 1 Gig Single Mode SFP (in)
- Ward Highlands 10 Gig Single Mode SFP+ (out) to City of Ocala Site B 10 Gig Single Mode SFP+ (in)

#### **Sparr Hub**

- North Marion Middle 10 Gig Single Mode SFP+ (out) to Sparr 10 Gig Single Mode SFP+ (in)
- Fort McCoy 10 Gig Single Mode SFP+ (out) to Sparr 10 Gig Single Mode SFP+ (in)
- North Marion High 10 Gig Single Mode SFP+ (out) to Sparr 10 Gig Single Mode SFP+ (in)
- Sparr 40 Gig QSFP Dual (out) to City of Ocala Site B 40 Gig QSFP Dual (in)

#### **Vanguard Hub**

- Marion Youth Academy 1 Gig Single Mode SFP (out) to Fessenden 1 Gig Single Mode SFP (in)
- Fessenden 10 Gig Single Mode SFP+ (out) to Transportation 10 Gig Single Mode SFP+ (in)
- Transportation 10 Gig Single Mode SFP+ (out) to Vanguard 10 Gig Single Mode SFP+ (in)
- Oakcrest Elementary 1 Gig Single Mode SFP (out) to Vanguard High 1 Gig Single Mode SFP (in)
- Evergreen Elementary 1 Gig Single Mode SFP (out) to Vanguard High 1 Gig Single Mode SFP (in)
- Anthony Elementary 1 Gig Single Mode SFP (out) to Vanguard High 1 Gig Single Mode SFP (in)
- Vanguard 40 Gig QSFP Dual (out) to City of Ocala Site B 40 Gig QSFP Dual (in)

#### **Lake Weir High Hub**

- Stanton Weirsdale 1 Gig Single Mode SFP (out) to Harbour View 1 Gig Single Mode SFP (in)
- Harbour View 10 Gig Single Mode SFP+ (out) to Legacy 10 Gig Single Mode SFP+ (in)
- Legacy 10 Gig Single Mode SFP+ (out) to Greenway 10 Gig Single Mode SFP+ (in)

- Greenway 10 Gig Single Mode SFP+ (out) to Lake Weir High 10 Gig Single Mode SFP+ (in)
- Emerald Shores Elementary 1 Gig Single Mode SFP (out) to Lake Weir High 1 Gig Single Mode SFP (in)
- Forest High 10 Gig Single Mode SFP+ (out) to Lake Weir High 10 Gig Single Mode SFP+ (in)
- Lake Weir Middle 10 Gig Single Mode SFP+ (out) to Lake Weir High 10 Gig Single Mode SFP+ (in)
- Lake Weir High 40 Gig QSFP Dual (out) to City of Ocala Site A 40 Gig QSFP Dual (in)

**City of Ocala Site B to City of Ocala Site A**

- City of Ocala Site B 3 x 40 Gig QSFP LinkAgg (out) to City of Ocala Site A 3 x 40 Gig QSFP LinkAgg (in)

**City of Ocala Site A to Lake Weir High\***

- City of Ocala Site A 4x10 Gig SFP+ (out) to Lake Weir High 4x10 Gig SFP+ (in)

\*City of Ocala Telecommunications Department will upgrade the Lake Weir site to a 100 Gig circuit, upon request.

**City of Ocala Site A to Data Center\*\***

- City of Ocala Site A 4x10 Gig SFP+ (out) to Data Center 4x10 Gig SFP+ (in)

\*\*City of Ocala Telecommunications Department will upgrade the Data Center site to a 100 Gig circuit, upon request

## 13. Attachment F – Call Center Access

### Call Center 24/7/365 Access

As part of the service, OFN will provide 24x7x365 monitoring of the network for any customer issues, log customer requests, manage tickets and escalate problems to the OFN Network Operations Team. OFN contact and escalation list is found below. OFN will provide read only access to Paessler Real Time Grapher (PRTG) monitoring software providing real time and historical utilization of each circuit. If needed, the reports can be provided by request to OFN.

---

### Contact and Escalation List

---

**First Contact: Opening tickets, first level troubleshooting, configuration information, status updates**

**Hours:** Monday – Friday, 7:30am – 4:30pm EST

**Direct:** 352-401-3999

**Email:** [telecom@ocalafl.org](mailto:telecom@ocalafl.org)

***First Contact - After Normal Business Hours or Holidays***

**Direct:** 352-414-7593

**Email:** [telecom@ocalafl.org](mailto:telecom@ocalafl.org)

---

**Level 2 Escalation: Escalated tickets, complex support issues, second level troubleshooting, coordinating technical teams**

**Hours:** 24x7x365

**Direct:** 352-414-7593

**Email:** [telecom@ocalafl.org](mailto:telecom@ocalafl.org)

---

**Level 3 Escalation: Failure of Level 1 or 2 escalation**

Mel Poole, Telecommunications Director

City of Ocala Telecommunications

**Hours:** Available 24x7x365

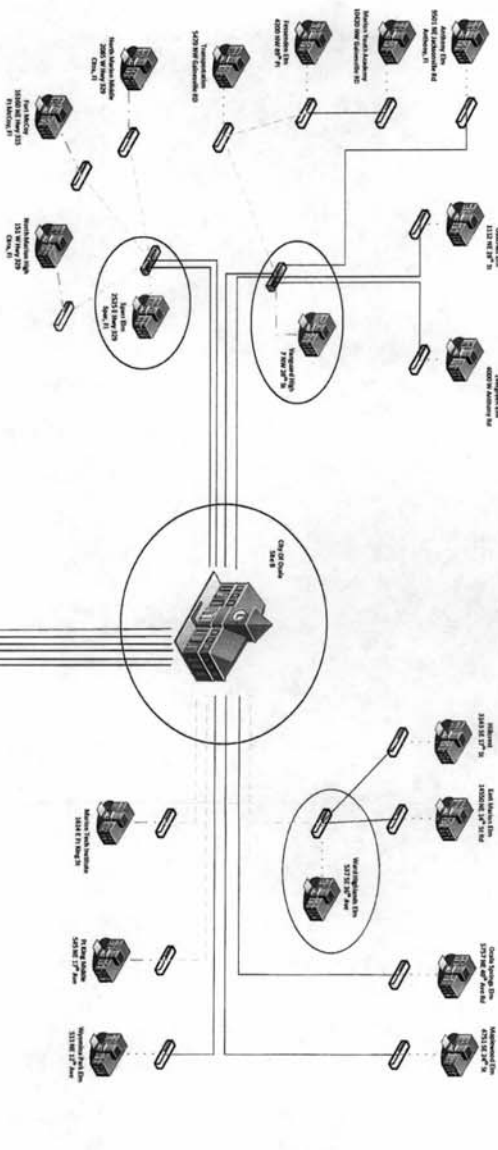
**Direct:** 352-401-3999

**Email:** [telecom@ocalafl.org](mailto:telecom@ocalafl.org)

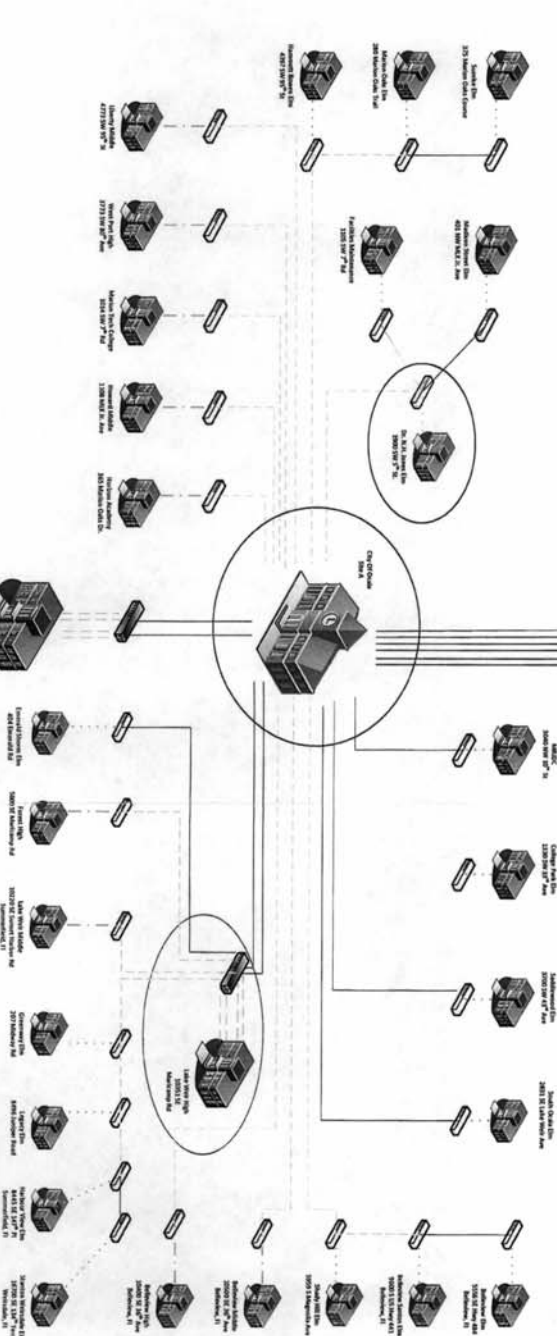
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## **14. Attachment G - Network Topology**

Attachment G - Network Topology



ATTACHMENT-G  
ORIGINAL



Label	Description
1	1 Gig Handoff
2	10 Gig Single-Mode Fiber
3	10 Gig Handoff
4	10 Gig Single-Mode Fiber
5	4 x 10 Gig Handoff
6	40 Gig Fiber
7	Layer 2 40 Gig Device
8	Layer 2 10 Gig Device