

School Board of Clay County Battery Backup Systems

Response To: Request for Proposal #20-MI-88



Scott Schultz
Procurement Coordinator

814 Walnut Street
Green Cove Springs, FL 32043

SPIN: 143015315



Future. Built.

February 26, 2020

School Board of Clay County
Attn: Scott Schultz
814 Walnut Street
Green Cove Springs, FL 32043

***Subject: E-Rate Program: Battery Backup Systems
RFP #20-MI-88***

Dear Mr. Schultz:

Thank you for giving Presidio Networked Solutions LLC (Presidio) the opportunity to respond to the above-referenced solicitation.

Presidio understands that the School Board of Clay County (School Board) is seeking proposals for Battery Backup Systems and any necessary licenses, cables, mounting brackets, etc., plus training.

Presidio is one of the largest and most adept providers of advanced technology solutions and services. We are passionate about driving results for our clients, delivering the highest quality of products and services to help them unlock the unlimited potential of a completely connected world.

Presidio recognizes that in today's business climate, IT investments need to be strategic and practical to have immediate impact. Our holistic approach blends experience and expertise with proven processes and technologies to satisfy our clients' technical business objectives, providing significant value differentiation in addition to a local presence.

Presidio has established top-tier partnerships with leading cloud and infrastructure technology innovators, and we hold the highest networking industry certifications. Our long-standing OEM relationships allow us to provide the depth and breadth of products and services specific enough to address the School Board's evolving challenges and comprehensive enough to meet your current requirements.

Presidio is able to provide quality products at competitively low prices because we hold the highest industry certifications from our OEMs. We maintain a portfolio of more than 500 OEM relationships, providing a comprehensive listing of 1,800 products. Presidio is able to add OEMs and products to our portfolio to meet our clients' ever-changing current and future technology challenges.

Presidio recommends Cisco products to meet the School Board's needs. As a Cisco Gold Certified Partner, Presidio has attained the broadest range of expertise across multiple technologies. In addition, Gold Certified Partners have integrated Cisco Lifecycle Services into their offerings and demonstrated a high level of customer satisfaction.

The Gold Certified Partner designation offers the highest level of branding, economic incentives, and differentiation as a reward for loyalty to Cisco, for capabilities in providing value-added services, and for a commitment to customer success.



Future. Built.

Presidio and Cisco have developed a comprehensive partnership to provide robust and reliable solutions to our clients. This is accomplished by Presidio establishing deep technical expertise in the entire Cisco portfolio and by a unique collaborative relationship that results in co-developing innovative solutions.

Presidio acknowledges receipt of Addendum Number 1.

Presidio's designated Account Manager for the District is Ray Watkins. He is the primary point of contact concerning our proposal content. His direct contact information is:

Presidio Networked Solutions LLC

Ray Watkins, Account Manager

Phone: 904-236-5503 | Cell: 904-200-0221 | E-mail: rwatkins@presidio.com

As Senior Director, I am authorized to negotiate and bind Presidio to a contract with the County. My direct contact information is:

Presidio Networked Solutions LLC

Keith Strohman, Senior Director

Phone: 301-313-2141 | E-mail: kstrohman@presidio.com

We look forward to the opportunity to discuss our proposed solution in further detail with the appropriate team at the County.

Sincerely,

A handwritten signature in blue ink, appearing to be "K. Strohman", written over a horizontal line.

Keith Strohman
Senior Director

TABLE OF CONTENTS

1 Request for Proposal 1

2 Licenses, Certifications and Registrations 14

3 Appendix A - Pricing 19

1 REQUEST FOR PROPOSAL

Presidio provides the signed Acknowledgement Form and Request for Proposal on the following pages.



REQUEST FOR PROPOSAL

Acknowledgement Form

Page 1 of 12 Pages

PROPOSALS WILL BE DUE BY:

2:00 P.M., February 26, 2020

RFP NO.

20-MI-88

POSTING DATE

January 22, 2020

Purchasing Department Representative
Scott Schultz, Procurement Coordinator
Information Technology Department Representative
Jeremy Bunkley, Director of ITS
James Vinson, Supervisor of ITS

RFP TITLE

Battery Backup Systems

CONTRACTOR NAME

Presidio Networked Solutions LLC

CONTRACTOR MAILING ADDRESS

8647 Baypine Road, Building 1 Suite 100

CITY-STATE-ZIP

Jackson, FL 32256

TELEPHONE NUMBER: ()

301-623-1872

EMAIL ADDRESS:

tdennis-carlson@presidio.com

Trina Dennis-Carlson

AUTHORIZED SIGNATURE (TYPED or PRINTED)

Director of Government Contracts

TITLE

I hereby certify that I am submitting the following information as my firm's (Bidder and/or Contractor) RFP and am authorized as the Bidder and/or Contractor to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Request For Proposal (RFP), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the RFP, and any released Addenda and understand that the following are requirements of RFP and failure to comply will result in disqualification of RFP submitted; Bidder certifies this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services(s), and is in all respects fair and without collusion or fraud. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this RFP are true and accurate.

SEALED RFP: All RFP sheets, requested documents, completed and signed Attachments 1 - 4, and this acknowledgement form must be executed and submitted in a sealed envelope. The face of the envelope shall contain, in addition to the above address, the RFP number, proposal deadline, SPIN number, and the company name. All RFPs are subject to the conditions specified herein. Those which do not comply with these conditions are subject to RFP being considered Non-Responsive.

SEALED RFP REQUIREMENTS: Unless otherwise specified, bidders shall use the form(s) furnished in the RFP as obtained from the FCC Form 470 in USAC's E-Rate Productivity Center (EPC) portal. Any modifications or alterations to the original RFP documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of the RFP. Bidders may use an attachment as an addendum to the RFP if sufficient space is not available on the original form for the bidder to enter a complete response. For the purpose of evaluation, the bidder shall indicate any and all variances from specifications, terms, and/or conditions regardless of how slight. If variations are not stated in the RFP, it shall be assumed that the product or service fully complies with the specifications, terms, and conditions herein.

BIDDER'S RESPONSIBILITY: It is the responsibility of the Bidder to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting a proposal in response to this RFP without regard to how a copy of this RFP was obtained. All RFPs are subject to the conditions specified herein, on the attached RFP documents, and on any Addenda issued thereto.

PROPOSAL SUBMITTED: Completed proposal must be submitted in a sealed envelope with RFP number and name clearly typed or written on the front of the envelope. Proposals must be date stamped in ITS Department on or before the Due Date and Time listed on the Acknowledgement Form. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: 814 Walnut Street, Green Cove Springs, Florida 32043. Proposals submitted by telegraphic, email, or facsimile transmission shall not be accepted. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Clay County District Schools shall not accept delivery of any proposal or related material requiring CCDS to pay for any portion of the delivery cost or the complete delivery cost.

EXECUTION OF Proposal: Proposal shall contain a manual signature of an authorized representative, officer or employee having authority to legally bind the company or firm in the space provided above. All RFPs must be completed in ink or typewritten. Use of erasable ink is not permitted.

If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initiated by the person signing the RFP even when using opaque correction fluid. CCDS reserves the right to reject any proposal or proposal item completed in pencil or any proposal that contains illegible entries or price corrections not initialed.

PRICES QUOTED: Deduct discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the proposal specification. In case of discrepancy in computing the amount of the proposal, the Unit Price quoted shall govern. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Bidder is requested to offer a cash discount for prompt invoice payment, however such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at a place of acceptance or from receipt of correct invoice at the CCDS Accounts Payable Department, whichever is later.

TAXES: CCDS does not pay Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

MISTAKES: Bidders are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

SUBSTITUTIONS: CCDS SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their proposal once awarded by CCDS. Any substitute shipments shall be returned at the Awardee's expense.

MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate the manufacturer's name and product number on the Pricing Sheet. Bidder shall submit cuts, sketches, and descriptive literature and/or complete specifications with their proposal. Reference to literature submitted with a previous proposal shall not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and should not be considered an exception thereto. The CCDS reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand shall be received and considered in complete compliance with the specifications as listed on the RFP form. The Purchasing Department is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the CCDS unless evidenced by a Change Notice issued and signed by authorized CCDS representative.

SAMPLES: Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after the proposal opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, RFP number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP item. Unless otherwise indicated, samples should be delivered to CCDS ITS Department, 814 Walnut Street, Green Cove Springs, FL 32043.

DELIVERY: All deliveries shall be F.O.B. indicated destination, freight fully prepaid. Title to the goods shall pass to CCDS upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the Contractor retains the sole insurable interest in the goods. The CCDS shall not accept collect freight charges. Time of delivery is an important consideration for the CCDS in making the award. The CCDS reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the Contractor's expense. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which CCDS administration is closed.

AWARDS: In the best interest of the CCDS, the CCDS reserves the right to: 1) withdraw this RFP at any time prior to the time and date specified for the RFP opening; 2) make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; 3) to acquire additional quantities at the prices quoted on this RFP unless additional quantities are not acceptable, in which case, the proposal sheets must be noted "RFP IS FOR SPECIFIED QUANTITY ONLY."; 4) to reject any and all proposals or waive any minor irregularity or technicality in proposals received; and 5) when it is determined that there is no competition to the lowest responsible bidder, evaluation of other proposals are not required. Bidders are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. Upon award of this RFP, the successful bidder shall be notified of the award configuration in writing by CCDS. The bidder who is awarded this contract resulting from this RFP is cautioned not to provide goods and services to any CCDS site or to any CCDS employee prior to receiving a purchase order issued by the CCDS Purchasing Department. Notification of award is not to be construed as an authorization to provide goods or services. The CCDS is not obligated to pay invoices for the provision of goods or services for which the CCDS Purchasing Department has not issued a purchase order, or invoices resulting from purchase order changes not authorized by the CCDS. All awards made as a result of this RFP shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the state court located in Clay County, Florida.

RFP OPENING: All proposals shall be received no later than the date and time specified on the document. All RFPs received after that time shall not be considered. It is the bidder's responsibility to assure that their proposal is delivered at the proper time and place of the RFP opening. RFPs, which for any reason are not so delivered, shall not be considered. The public opening shall acknowledge receipt of the proposals only, details concerning pricing or the offering may not be announced. All RFPs submitted shall become public record in accordance with F.S. 119.071. RFP files may be examined during normal working hours by appointment.

PROPRIETARY INFORMATION: Pursuant to Chapter 119, Florida Statutes, proposals received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until the posting of the recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Bidders in response to this RFP shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its proposal confidential and exempt, along with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the proposal claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the proposal is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

PUBLIC RECORDS REQUEST: All public records requests shall be administered by the District Records Office at 814 Walnut Street, Green Cove Springs, Florida 32043, phone 904.336-6500, or by email at: PRR@myoneclay.net. The Public Records Request Procedure form is available online at <https://www.oneclay.net/domain/5052>

INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance shall be at destination unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to CCDS are found to be defective or not conform to specifications, CCDS reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

PAYMENT AND INVOICING: Contractor shall be paid in accordance with the Florida Prompt Payment Act, Florida Statutes Chapter 218, upon submission of invoices to the CCDS at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Florida Prompt Payment Act. An original invoice referencing a CCDS purchase order number shall be submitted for payment to CCDS Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043. Failure to follow these instructions may result in a delay of processing invoices for payment.

INSURANCE / LICENSES / PERMITS: Bidder, by virtue of submitting a proposal, shall be in full compliance with LIABILITY INSURANCE, LICENSES AND PERMITS as specified herein. Bidder shall take special notice that CCDS shall be named as an additional insured under the General Liability policy including Products Liability. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- by AM Best. All policies must remain in effect during the performance of the contract.

Where Awardees are required to enter or go onto CCDS property to deliver materials or perform work or services as a result of an RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to CCDS occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their proposal.

RFP BONDS / PERFORMANCE BONDS: RFP bonds, when required, shall be submitted with the RFP in the amount specified in Special Conditions. RFP bonds shall be returned to non-Awardees. After acceptance of RFP, CCDS shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the RFP bond shall be returned to the Awardee.

LICENSES, CERTIFICATIONS AND REGISTRATIONS: As of the Proposal Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for the proposal to be considered responsive and responsible to the RFP. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by CCDS. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its RFP or within 24 hours upon request by CCDS.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Proposal Opening, shall provide notice to the Supervisor of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Proposal Opening shall not relieve the Awardee of its responsibilities under this RFP.

PATENTS & ROYALTIES: The Awardee, without exception, shall indemnify and save harmless CCDS and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by CCDS. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

SAFETY STANDARDS / OSHA / MSDS: The Awardee warrants that the product supplied to CCDS shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA), as amended, and the failure to comply with this condition shall be considered as a breach of contract. The bidder further certifies that if they are the successful bidder and delivered product is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall borne solely by the bidder. The Manufacturer, Importer, or Distributor of a toxic substance shall provide all Material Safety Data Sheets (MSDS) with their proposal. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes.)

ASBESTOS / FORMALDEHYDE / LEAD-FREE: All building materials, pressed boards, and furniture supplied to CCDS shall be 100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to CCDS also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing RFP that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is 100% asbestos free shall be supplied. All material supplied to CCDS must be 100% lead free. Bidder, by virtue of signing RFP, certifies that only materials or equipment that is 100% lead free shall be supplied to CCDS.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT: (34 CFR 80.36(i)(6)): All Contractors, contractors and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

TOXIC SUBSTANCES IN CONSTRUCTION, REPAIR OR MAINTENANCE OF EDUCATIONAL FACILITIES: (Fla. Statute 1013-49: (1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used the contractor shall notify the CCDS Superintendent or the CCDS Project Manager/Supervisor in writing at least three (3) working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance is to be used; and (c) When the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each such substance.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation which required an alteration. The CCDS reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the CCDS.

FACILITIES: CCDS reserves the right to inspect the Awardee's facilities at any time with prior notice. Proposals shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP, have a record of performance for a reasonable period of time; have sufficient financial support equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with best business practices in the industry and as determined in discretion by the proper authorities of the CCDS. CCDS may use the information obtained from this in determining whether Bidder is a responsible Bidder.

SPECIAL CONDITIONS: The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual RFPs. Any and all Special Conditions that may vary from General Conditions shall have precedence.

DISPUTES: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

Addenda released for this RFP, with the latest Addendum taking precedence, then;

The RFP; then

Bidder's submitted proposal.

In case of any doubt or difference of opinion, the decision of CCDS shall be final and binding on both parties.

EXPENDITURE: No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this RFP. CCDS is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of CCDS.

EXTENSION: In addition to any extension options contained herein, CCDS is granted the right to extend any award resulting from this RFP for the period of time necessary for CCDS to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of CCDS's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this RFP or (b) the termination date under any applicable period of extension under a contract entered into as a result of this RFP.

ASSIGNMENT: Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from CCDS. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from CCDS. The successful Contractors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company, or corporation without prior written consent of CCDS. The successful Contractors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful Contractor obligations cannot be delegated.

PURCHASE AGREEMENT: This RFP and the corresponding Purchase Orders shall constitute the complete agreement. CCDS shall not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee agrees to not submit to any CCDS employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on CCDS.

FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the Contractor of such an occurrence and the RFP and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the CCDS.

TIED RFP: In the event of tied or identical proposals, preference shall be given to the proposal which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S. If all tied RFPs have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither Contractor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida. If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the tied RFP shall be decided by the flip of a coin in the presence of witnesses. The coin flip shall be administered by the Supervisor of Purchasing who shall designate the calling of heads or tails.

LOBBY: Bidders are hereby advised that they shall not lobby with any School District personnel or CCDS Members regarding this RFP. All oral or written inquiries shall be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or School District Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of the bidder shall result in the rejection/disqualification of said RFP.

ETHICS: All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

ACCESS TO RECORDS: (34 CFR 80.36 (i)(10)): All Contractors, contractors and subcontractors shall give access to the CCDS, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific RFP/contract for the purpose of making audit, examination, excerpts and transcriptions.

RECORDS RETENTION: (34 CFR 80.36(i)(11)): All Contractors, contractors and subcontractors shall retain all records pertaining to this RFP/contract for a period of at least 10 years after the last day of delivery of the discounted services.

CLEAR AIR ACT (34 CFR 80.36(i)(12)): All Contractors, contractors and subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts and subgrants of amounts in excess of \$100,000).

ENERGY EFFICIENCY (34 CFR 80.36(i)(13)): All Contractors, contractors and subcontractors shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).

EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)): All Contractors, contractors and subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)): All Contractors, contractors and subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and sub grants for construction or repair).

DAVIS-BACON ACT (34 CFR 80.36(i)(5)): All Contractors, contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN: By submitting a RFP any Company/Contractor/Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. In the event that it is subsequently determined that the Company/Contractor/Contractor submitted a false certification any contract resulting from this RFP may be immediately terminated in accordance with s.287.135 Florida Statute.

SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain on an attached sheet to what extent warranty and service facilities are provided. All materials and/or services furnished under this RFP shall be warranted by the Contractor/distributor/manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items RFP shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace any defects without cost to the CCDS with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the CCDS.

GOVERNING LAW: This RFP, any award(s) resulting from this RFP, and all transaction from this RFP shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this RFP shall be submitted to the jurisdiction of the state courts located in Clay County, Florida without regard to principles of conflicts of law.

PURCHASES BY OTHER GOVERNMENTAL AGENCIES (D.O.E. Regulation #6A1.012(5)): With the consent and agreement of successful bidder(s), purchases may be made under this RFP by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein with exception of venue of litigation of disputes which may be changed to include only the state courts in the county in which the governmental agency is located.

USE OF OTHER CONTRACTS: CCDS reserves the right to utilize any other CCDS contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative RFP agreement, or to directly negotiate/purchase per CCDS and/or Rule 6A-1.012, Florida Administrative Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.

PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The purchasing agreements and state term contract available under s. 287.056 have been reviewed.

CONE OF SILENCE: Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after CCDS releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated CCDS representative. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by CCDS. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to CCDS. Any Bidder or lobbyist who violates this provision shall cause their RFP (or that of their principal) to be considered non-responsive and therefore be ineligible for award.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

- a) For a period of two years, any proposal submitted by Awardee shall not be considered and shall not be recommended for award.
- b) All departments being advised not to do business with Awardee.

SEVERABILITY: In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid.

JESSICA LUNSFORD ACT: In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465, 467 or 468 and possess a CCDS fingerprinting clearance card prior to entry upon CCDS property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the CCDS. To obtain information on when and how to obtain fingerprinting log on to the CCDS web site at oneclay.net/purchasing click on "Jessica Lunsford Act Information" or contact the Human Resources Division at (904) 336-6716.

BIDDER'S EMPLOYEE RESPONSIBILITY: All employees and/or subcontractors of the Contractor shall be considered to be at all times the sole employees and responsibility of Contractor under their sole direction and not an employee or agent of CCDS. The contractor shall supply competent employees and/or sub-contractors and the CCDS may require the Contractor to remove an employee and/or sub-contractor it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on CCDS property is not in the best interest of the CCDS. Contractors and all their employees shall be in accordance with Jessica Lunsford Act. Each employee and or sub-contractor of contractor shall have and wear proper identification while on CCDS property and are required to sign in/out at main office or other designated place upon arrival and when leaving job site, if applicable. Workman using foul/abusive language or presenting an offensive appearance as determined by CCDS Representative(s) shall be asked to leave. Radios/other audio items are not to be used and Smoking is prohibited on CCDS property.

DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory Contractor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

PROTESTING: Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions / specifications of the RFP or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of the posting of RFP solicitation or posting of the RFP tabulation with recommendation and shall file a formal written protest within ten working days following the filing of

Notice of Protest. Any person who files an action protesting this RFP pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Clay County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$5000, which bond shall be conditioned upon the payment of all costs which 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, cashier's check, certified bank check, bank certified company check, money order or U.S. currency 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 which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes. RFP Tabulation / Recommendation of Award shall be posted online at <https://www.oneclay.net/Page/5118> with the hard copy posted in the CCDS Purchasing Department at 814 Walnut Street, Green Cove Springs, Florida after the intended recommendation is announced on or about March 2, 2020. This tabulation shall remain posted for a minimum period of 96 hours. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

CONFIDENTIAL RECORDS: Notwithstanding any provision to the contrary within this Contract, any party contracting with CCDS under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless CCDS and its officers and employees for any violation of this section, including, without limitation, defending CCDS and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon CCDS, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon CCDS arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. Awardee agrees that it may create, receive from or on behalf of CCDS, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the CCDS in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the CCDS, Awardee agrees to provide CCDS with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the CCDS to terminate any Agreement with the Awardee.

PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted Contractor list.

CANCELLATION / TERMINATION: In the event, the awarded bidder violates any of the provisions of this RFP or fails to perform their obligation under this contract in a manner satisfactory to the CCDS as per specifications, the Supervisor of Purchasing shall give written notice to the Contractor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the CCDS for immediate cancellation of the contract. Failure of the Contractor to correct deficiencies shall give the CCDS the right to cancel this contract, but failure by the CCDS to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by the CCDS or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service. Upon cancellation, hereunder the CCDS may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The CCDS reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the CCDS shall be relieved of all obligations under said contract. The CCDS shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the Contractor. The CCDS may cancel the contract upon ninety (90) days written notice for reasons other than cause and Contractor shall have no legal recourse or cause of action against the CCDS damages resulting from said cancellation.

INDEMNIFICATION: Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the Contractor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar. This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

Any and all special conditions and specifications attached hereto that vary from these General Conditions shall have precedence. The accompanying RFP constitute an offer from the bidder. If any or all parts of the RFP are accepted by the School Board of Clay County, an authorized representative of the Purchasing Department shall issue an officially signed Award Letter which shall then constitute the completed written agreement between the parties. The conditions of the Award Letter become a part of the written agreement between the parties.

SPECIAL CONDITIONS

QUESTIONS/CLARIFICATIONS - Written questions concerning clarification, interpretation, or additional information will be accepted only by email submitted to erate@myoneclay.net, by the deadlines listed in the Timetable below. Telephone inquiries will not be accepted, nor will any answers or additional information be provided by telephone.

SCOPE OF SERVICES - The School District of Clay County is seeking proposals for Battery Backup Systems and any necessary licenses, cables, mounting brackets, etc., plus training on the configuration and operation of the proposed solution.

REQUIREMENTS:

- A quantity of 248 Battery Backup Systems with a NEMA 5-15 Plug rated for 1500 Volt-Amperes or more. It will also require a minimum of 8 NEMA 5-15 plugs to provide power to devices. All of the plugs must be able to provide battery backup.
 - Each System must be able to be rack mounted in a Two Post Rack
 - Each device will require SNMP Monitoring and a Temperature/Humidity sensor either built in or with an additional card billed in the same line item
 - Along with the SNMP Monitoring, the manufacturer will have to be able to provide Universal Pollers to import into a monitoring program (ex. SolarWinds or OpenManage Network Manager) or a MIB Table to create custom ones
- A quantity of 86 Battery Backup Systems with a NEMA 5-20P Plug rated for 2200 Volt-Amperes or more. It will also require a minimum of 8 NEMA 5-15 plugs to provide power to devices. All of the plugs must be able to provide battery backup
 - Each System must be able to be rack mounted in a Two Post Rack
 - Each device will require SNMP Monitoring and a Temperature/Humidity sensor either built in or with an additional card billed in the same line item
 - Along with the SNMP Monitoring, the manufacturer will have to be able to provide Universal Pollers to import into a monitoring program (ex. SolarWinds or OpenManage Network Manager) or a MIB Table to create custom ones
- A quantity of 8 Battery Backup Systems with a NEMA L5-30P Plug rated for 2200 Volt-Amperes or more. It will also require a minimum of 8 NEMA 5-15 plugs to provide power to devices. All of the plugs must be able to provide battery backup
 - Each System must be able to be rack mounted in a Two Post Rack
 - Each device will require SNMP Monitoring and a Temperature/Humidity sensor either built in or with an additional card billed in the same line item
 - Along with the SNMP Monitoring, the manufacturer will have to be able to provide Universal Pollers to import into a monitoring program (ex. SolarWinds or OpenManage Network Manager) or a MIB Table to create custom ones
- A quantity of 42 Power Distribution Units with dual power inputs with the capability of an Automatic Transfer Switch if one power input fails. It will also require a minimum of 8 power outlets to provide power to devices.
 - If outlets do not match NEMA 5-15, Cables should be provided to fill every outlet and said cables should end in a C15 plug.
- Installation of new Battery backups and removal/disposal of existing battery backups based on per UPS.
 - Schedule must be provided with work being performed on nights and weekends.

PRICING:

- 2.1 Pricing is expected to be per UPS. Pricing for licensing can be separate or bundled with the UPS if applicable.

- 2.2 Vendors should also quote all hardware or software needed for the functionality of the UPS to meet the requirements outlined in this RFP.
- 2.3 Vendors are free to quote any additional software or hardware available that is an accessory of the solution but is not needed for the functionality. These costs will not be evaluated in the grading matrix.
- 2.4 Final Numbers quoted are not guaranteed and may vary based upon assessment of each site. The District reserves the right to proceed with the winning proposal in part or as a whole. Vendors may bid to the RFP as a whole or partially. Vendors must disclose any E-Rate ineligible costs in their proposal.
- 2.5 The Pricing Tables must be signed by an individual of the bidding firm that has the authority to bind the firm.
- 2.6 All pricing will be submitted in an unlocked .xlsx format using Appendix A.

Proposal Submission Format

SEALED RFP: All RFP sheets, requested documents, page 1 acknowledgement form must be executed and submitted in a sealed envelope. The face of the envelope shall contain, in addition to the above address, the RFP number, proposal deadline, SPIN number, and the company name. All RFPs are subject to the conditions specified herein. Those which do not comply with these conditions are subject to RFP being considered Non-Responsive.

Timetable - Please make sure you can accommodate the following timetable.

January 22, 2020	RFP Released
January 27, 2020 by 2 PM	RFP Questions by Email are Due
January 29, 2020	Addendum Regarding Questions Posted (if Applicable)
February 26, 2020 by 2 PM	Proposals Due
February 27-28, 2020	Proposal Evaluations
March 2, 2020	Award Notification Posted On or About
March 5, 2020	Board Approval

Proposers should provide their best offer with the initial proposal since the District reserves the right to award a contract based on initial Proposal without any further negotiations.

Vendors are given wide latitude in the degree of detail they offer in their Proposal, including the extent to which they describe their corporate capability and how their firm engages in services that meet the objectives of the District. There is no limit on the number of pages; however, Proposers should prepare their Proposal simply and economically, providing a straightforward and concise description of their ability to satisfy the requirements of the RFP. Proposals that are of excessive length, contain a preponderance of boilerplate text, or are redundant are discouraged. Emphasis in each Proposal should be on completeness and clarity of content and address all required components in the order given in this RFP. Failure of a vendor to provide the appropriate information or materials in response to each stated requirement or request for information may result in lower scores during the evaluation process. The aim of the required format is to simplify the proposal preparation and evaluation process and to ensure that all proposals receive the same orderly review. All proposals should include the following components:

Definitions of Evaluation Criteria for Ranking of Proposals for RFP 20-MI-88

- A. Price of the E-Rate eligible products/services (0-24 points).
- B. Technical or Installation Solution meets the needs of CCDS (0-23 points).
- C. Battery/UPS warranty (0-23 points).
- D. Compliance with RFP requirements (0-15 points).
 - Vendor requirements, completed original RFP required documents to include all Attachments/Exhibits.
- E. Price of E-Rate ineligible products, services, and/or fees (0-15 points).

ATTACHMENT 1
CERTIFICATION REGARDING NON-DISCRIMINATION

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE CONTRACTOR AGREES THAT COMPLIANCE WITH THIS ASSURANCE CONSTITUTES A CONDITION OF RECEIVING PAYMENTS UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE CONTRACTOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

CONTRACTOR NAME: Presidio Networked Solutions LLC

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

Trina Dennis-Carlson

(Printed Name)



(Signature)

Director of Government Contracts

(Title)

February 26, 2020

(Date)

ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.
2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.
3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, and U. S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.



AUTHORIZED SIGNATURE OF CONTRACTOR

DATE

February 26, 2020

ATTACHMENT 3
BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Bidder)

Name of bidder: Presidio Networked Solutions LLC

Identify the state in which the bidder has their principal place of business: New York

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business: _____

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for any Out-of-State Bidder)

NOTICE: Section 287.084(2), Fla. Stat., provides that "A Contractor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contract." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

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

The bidder's principal place of business is in the State of New York and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any public contracts to business entities whose principal places of business are in that state. [Please describe applicable preference(s) and identify applicable state law(s)] New York State Finance Law, §165 provides domestic preference and reciprocity for other states.

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

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

The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision. [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: _____

Signature of out-of-state bidder's attorney: 

Printed name of out-of-state bidder's attorney: Elliot Brecher, Senior Vice President & General Counsel

Address of out-of-state bidder's attorney: c/o Presidio, 1 Penn Plaza, Suite 2832; New York, NY 10119

Telephone Number of out-of-state bidder's attorney: (212) 485 - 0513

E-mail address of out-of-state bidder's attorney: ebrecher@presidio.com

Attorney's states of bar admission: New York

ATTACHMENT 4
NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME Trina Dennis-Carlson). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY Presidio Networked Solutions LLC) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Presidio Networked Solutions LLC) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Presidio Networked Solutions LLC

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

Trina Dennis-Carlson
(Printed Name)


(Signature)

Director of Government Contracts
(Title)

February 26, 2020
(Date)

2 LICENSES, CERTIFICATIONS AND REGISTRATIONS

LICENSES, CERTIFICATIONS AND REGISTRATIONS: *As of the Proposal Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for the proposal to be considered responsive and responsible to the RFP. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by CCDS. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its RFP or within 24 hours upon request by CCDS.*

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Proposal Opening, shall provide notice to the Supervisor of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Proposal Opening shall not relieve the Awardee of its responsibilities under this RFP.

Presidio provides the required licenses, certifications and registrations on the following pages.

State of Florida

Department of State

I certify from the records of this office that PRESIDIO NETWORKED SOLUTIONS LLC is a limited liability company organized under the laws of the State of Florida, filed on June 30, 2015.

The document number of this limited liability company is L15000111335.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on January 15, 2019, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of October,
2019*



Randy R. Lee
Secretary of State

Tracking Number: 1051802776CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2019-2020



Local Business Tax Receipt

(Formerly known as "Business License"
changed per state law HB1269-2006)

Business Name

PRESIDIO NETWORKED SOLUTIONS LLC
12100 SUNSET HILLS RD SUITE 300
RESTON, VA 20190

Business Owner

PRESIDIO NETWORKED SOLUTIONS LLC

Business Location

5837 MILLENIA LAKES BLVD 300
ORLANDO, FL

**NOTICE-THIS TAX RECEIPT ONLY EVIDENCES
PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT
TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT
THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY,
STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE
NOTIFIED OF ANY MATERIAL CHANGE TO THE
INFORMATION FOUND HEREIN BELOW. THIS RECEIPT
DOES NOT CONSTITUTE AN ENDORSEMENT OR
APPROVAL OF THE HOLDER'S SKILL OR
COMPETENCY.**

Case Number: BUS-0025161

Issued Date: 10/02/2019

Expiration Date: 09/30/2020

Business type(s):

Description	Year
BUSOFF 9990 BUSINESS OFFICE	2020



Local Business Tax Receipt
City Hall, 400 South Orange Avenue, First Floor
Post Office Box 4990
Orlando, Florida 32802-4990

Phone: 407.246.2204 Fax: 407.246.3420

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Prompt! Interactive Voice Response System: 407.246.4444
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Detail by Entity Name

Florida Limited Liability Company
PRESIDIO NETWORKED SOLUTIONS LLC

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Principal Address

1 Penn Plaza
Suite 2832
New York, NY 10119

Changed: 01/15/2019

Mailing Address

2 Sun Court
Suite 120
Norcross, GA 30092

Changed: 01/18/2017

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title Authorized Member

Presidio LLC
1 Penn Plaza
Suite 2832
New York, NY 10119

Annual Reports

Report Year	Filed Date
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Florida Department of State, Division of Corporations

3 APPENDIX A - PRICING

Presidio provides the completed Appendix A- Pricing Sheet on the following pages.

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Battery Backup Systems with a NEMA 5-20P Plug rated for 2200 Volt-Amperes or more

[illegible]

Battery Backup Systems with a NEMA L5-30P Plug rated for 2200 Volt-Amperes or more

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