



# **THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA**

**Procurement Services  
817 Bill Beck Boulevard, Building 2000  
Kissimmee, FL 34744**

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## **REQUEST FOR PROPOSAL**

**SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS**

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### **SDOC-27-030-P-DM Internet, Wide Area Network (WAN) and Special Construction Installation Services**

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**ALL PROPOSALS DUE BY: Thursday, November 12, 2026 by  
2:00 P.M. ET**

**NOTE: PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.**

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**PRE-PROPOSAL MEETING VIRTUAL: (Non-Mandatory) Wednesday, September 30, 2026, at 9:00 AM access through Microsoft Teams meeting [\[link\]](#).**

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## 1.0 PURPOSE & OVERVIEW

The intent and purpose of this Request for Proposal (“RFP”) is to solicit competitive, sealed proposals for Internet, Wide Area Network (WAN) and Special Construction Installation Services to meet the current and future needs of the School District of Osceola County hereafter referred to as “The District” or “SDOC.”

The services requested under this RFP are:

1. Internet Access with Distributed Denial of Services (DDoS)
2. Leased Lit or Leased Dark fiber wide area network (WAN) and related services

The District is seeking Internet Access and Wide Area Network services that function as a single, well-managed network rather than two independently operated connections. Because a fault on either service can appear to end users as a single outage, the District values the ability to identify quickly whether a performance issue originates on the WAN or on the Internet connection, and to have one Respondent responsible for diagnosing and resolving it — rather than having District staff coordinate between two vendors, each pointing to the other's network as the source of a problem. The District therefore has an operational interest in awarding both services to a single Respondent capable of providing unified fault isolation across the WAN and Internet connection, a single escalation and trouble-reporting path, and consolidated service-level reporting across both services. Respondents are encouraged to submit proposals for one or both services; the District will evaluate Internet Access and the Wide Area Network as separate service requests, each scored against its own evaluation criteria, and reserves the right to award one or more contracts to one or more qualified vendors.

It is anticipated that the contract(s) will be for an initial contract term of five (5) years, with two (2) subsequent five (5) year renewals for a maximum of 15 years, pending Board approval. Contract start date shall be July 1, 2027.

## 2.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

### 1. Background

The School District of Osceola County is the 11<sup>th</sup> largest public school district in Florida, comprising of 77 schools and non-instructional facilities (NIFs). It serves a diverse population of approximately **54,394** students and **7,900** full-time staff across suburban and rural areas of Osceola County, which spans approximately 1,506 square miles.

The District currently comprises:

| ENTITY TYPE                                            | TOTALS |
|--------------------------------------------------------|--------|
| Elementary Schools                                     | 26     |
| Middle Schools                                         | 10     |
| High Schools                                           | 12     |
| Combination Schools (K-8)                              | 7      |
| Alternative Schools                                    | 2      |
| Special Education                                      | 1      |
| Adult Education                                        | 3      |
| Virtual                                                | 2      |
| Administrative Sites/ Non-Instructional Facility (NIF) | 14     |

- A list of current and future district sites has been included on Attachment I “Current Network Design.” This information is for vendor reference only and does not equal a request for service. Additional information has been provided for certain locations to help vendors in developing proposals.

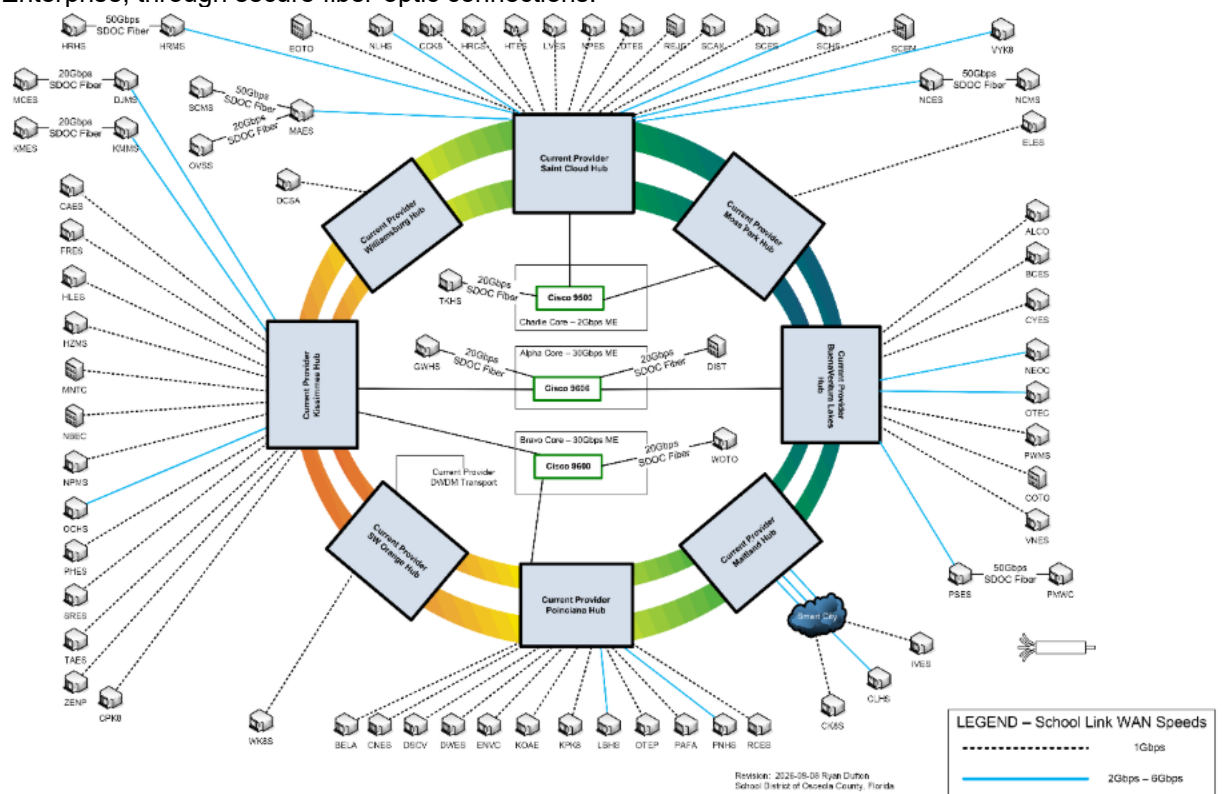
## 2. Current Network

### Internet Access

As of July 1, 2026, the present dedicated Internet Access service is being provided by Charter Communications Operating, LLC (“Spectrum Enterprise”). Current connectivity speed is 25 Gbps with scalability to 100 Gbps.

### WAN

The District’s current WAN architecture uses a mesh topology allowing all routers to communicate directly with each other without diverting network traffic through our core sites. Metro Ethernet services are provided by Charter Communications Operating, LLC, doing business as Spectrum Enterprise, through secure fiber-optic connections.



The network provides varying bandwidth levels to 3 remote core sites and approximately 59 instructional and non-instructional remote locations. Sites located within the Celebration, Florida, community fall within the Smart City Telecom service area. The selected vendor will be responsible for coordinating and arranging the necessary connectivity with Smart City Telecom.

## 3. Future Build Sites

The District anticipates it will open several future sites during the contract term. The list below does not represent every site that may be added to the network. Addresses are not available at this time for these locations, and the information below is for reference only. Per Leased Lit Fiber and Leased Dark Fiber sections of the Wide Area Network category, all contracts must include a

provision to add additional eligible locations at the contract monthly recurring cost and contract "cost per foot" special construction costs.

| School Type       | Estimated School Year Opening |
|-------------------|-------------------------------|
| K-8 School "DD"   | Tentative opening August 2032 |
| K-8 School "EE"   | Tentative opening August 2028 |
| K-8 School "GG"   | Tentative opening August 2032 |
| K-8 School "II"   | Tentative opening August 2033 |
| High School "BBB" | Tentative opening August 2032 |
| K-8 School "FF"   | Unknown                       |
| K-8 School "HH"   | Unknown                       |

## **2.01 SERVICE REQUESTS**

Osceola County is requesting detailed bid responses that meet the requirements of the statement of work for each of the service requests below. Respondents may submit bids for one or more of the requests.

All E-Rate eligible District sites requiring service under this RFP are listed in the "Attachment C- Vendor Proposed Pricing." To be eligible for award, each site must be part of the vendor's proposed network — either through a direct connection to that site or as an extended/daisy-chained connection (also known as a feeder location.) A "feeder location", for the purposes of this RFP, is a location that is connected to the network but may not be specifically listed on an invoice or service order.

Attachment C- Vendor Proposed Pricing has pre-identified core/hub sites, but the District is not prescribing locations to be utilized as aggregation hub ring sites. As such, the District will consider all proposed network designs that meet or exceed the goals outlined in this RFP.

### **A. INTERNET ACCESS**

Proposals shall include high-bandwidth public Internet access services delivered by a single-homed connection. The vendor must indicate whether the proposed Internet Access solution is single-homed and describe the network architecture supporting this configuration.

The vendor must also describe the resiliency of the proposed solution — including diverse routing, hardware installed at the vendor's network edge, and any measures taken to minimize single points of failure between the District's premises and the internet backbone. Vendors should address how the proposed design maintains service continuity during planned maintenance or unplanned outages.

The District will evaluate proposals based on the strength and reliability of the Respondent's upstream connectivity — including direct Tier 1 backbone peering where available — as well as network architecture and routing efficiency. Tier 2 providers with established peering and transit agreements to major Internet exchange points are equally eligible for consideration, provided they can demonstrate comparable performance, scalability, and reliability. The proposed service must deliver carrier-grade throughput with low latency and minimal packet loss, provisioned in a timely and cost-effective manner.

Each Respondent proposing Internet Access and DDoS solutions **must** complete Attachment C- Vendor Proposed Pricing and **must be** returned in .xlsx format. Respondents who return the required pricing in any format other than .xlsx (e.g., PDF) **will be** considered non-responsive.

Installation costs, IP Addresses, and monthly recurring costs are required to be broken out and listed separately.

## **1. Throughput Capacity**

The District requires scalable public Internet connectivity with an initial bandwidth of 25 Gbps. The District anticipates increasing capacity to 200 Gbps or more during the term of the contract, including any voluntary extensions, and intends to exercise those upgrades under this contract without a new competitive bidding process.

Vendors shall provide pricing for each bandwidth tier listed on Attachment C- Vendor Proposed Pricing . Pricing shall be provided for every tier the vendor can deliver at the time of proposal, and pricing submitted for higher tiers shall remain firm and available at the District's request for the full contract term.

If a tier above 100 Gbps is not currently available, the vendor shall state so and describe in its proposal how that capacity would be provided — for example, through multiple aggregated or link-bundled 100 Gbps circuits, a higher-capacity port delivered at a subrate, or planned network build-out. The description shall include the handoff type and quantity, any construction or special construction involved, whether that construction cost is included in the proposed pricing, and the estimated interval from District request to service delivery.

Proposals offering aggregated circuits rather than a single circuit at the requested capacity will not be disadvantaged, provided the vendor demonstrates the aggregate solution delivers the full contracted bandwidth to a single logical handoff.

The total of all non-recurring charges and the average cost of all bandwidth tiers will be used for cost comparison.

Bandwidth shall be delivered without oversubscription within Respondent's network, from the District's demarcation point through Respondent's Internet peering and transit connections. Respondents shall state their service level commitments for availability, latency, jitter, packet loss, and mean time to repair.

Respondents shall describe the process, lead time, and cost to upgrade between tiers during the contract term, including whether an upgrade requires new construction, additional equipment, or a new contract term.

For purposes of this solicitation, throughput capacity refers to the actual sustained capacity available to the District at the boundary between the Respondent's network and its upstream Internet peers or transit providers, whether Tier 1 or Tier 2. It shall not be interpreted as backbone bandwidth, circuit capacity, or port speed. Except for traffic management associated with DDoS mitigation, Internet traffic shall not be filtered, manipulated, subject to deep packet inspection, or otherwise restricted by the service provider.

## District Admin Campus – Infrastructure Alpha Site



### 2. Connections

The connection shall support a full-duplex fiber Ethernet interface ranging from 25 Gbps to 100 Gbps. Proposals that require the District to purchase, provide, maintain, or support long-haul or similar fiber small form-factor pluggable transceivers, including SFP+ modules, will not be accepted due to the additional cost to the District.

The District will be responsible for any required hardware or software changes to District-owned equipment. The District and the Successful Respondent shall jointly develop an acceptable network design, testing procedure, installation plan, and cutover plan. Approximately sixty (60) days before the scheduled cutover date, the parties shall conduct a status review to confirm that the proposed and implemented solution continues to meet the District's requirements.

The Respondent shall identify and include in its proposal all site-specific requirements related to HVAC, electrical power, utilities, and equipment space. The District's standard power requirement for infrastructure equipment is single-phase 208 VAC.

All connections shall be delivered from the District property line to the applicable Main Distribution Frame (MDF). Buried fiber is the District's preferred installation method for the entire route. The Respondent shall clearly identify all proposed pathways and indicate which portions of the installation will be buried and which, if any, will use an alternate method.

#### Internet Demarcation:

District Administration Complex  
Building 1000, Room 18C – Campus MDF  
817 Bill Beck Blvd, Kissimmee, FL 34744

### 3. Additional Requirements

#### Protocols

The District is currently using the Transmission Control Protocol/Internet Protocol (TCP/IP) version 4, but proposals shall allow for TCP/IP version 6 or newer as they are released. Respondent shall explain its capacity to provide IPv6 support either directly or through its upstream peering or transit arrangements, whether with Tier 1 or Tier 2 providers.

The District acknowledges that Tier 1 peers typically do not honor traffic prioritization; any such limitations, regardless of the Respondent's peering tier, should be documented in the submitted proposal.

#### Public TCP/IP Addresses

The Respondent shall provide the District a single contiguous block of static, public IPv4 addresses, consisting of no fewer than 256 usable addresses (a /24). IPv4 is the District's preferred addressing method.

Respondents may propose IPv6 in addition to, or in place of, the required IPv4 block. A Respondent proposing IPv6 shall document how IPv6 would integrate with the District's existing network without interruption of service and shall provide an implementation plan identifying the scope and sequence of the transition, the schedule, any District-side equipment or configuration changes required, and which party would be responsible for each task.

### **Scalability**

Throughput capacity must be easily scalable in a cost-efficient way. At the request of the District, the Successful Respondent will be able to scale throughput capacity as requested within a three (3) month period of receipt of a written request.

### **Provider Backbone**

The Respondent's proposal shall contain the following details at a minimum to show that the carrier has the capability and capacity to transport the District's traffic efficiently and effectively to the public Internet, whether via direct Tier 1 peering or Tier 2 transit arrangements:

- Describe the Respondent's upstream connectivity relationships, including direct Tier 1 peering arrangements or, if applicable, transit agreements with Tier 1 providers.
- Describe and map the network which will transport the District's traffic:
  - Upstream ingress/egress points (Tier 1 peering or Tier 2 transit, as applicable)
  - Backbone topology
  - Backbone resiliency
  - Backbone % utilization capacity
  - Fiber optic topology (redundant ring, ring, mesh)
- Describe the equipment to be used and type of hand-off to District network.
- Describe the internal tracking of link and trunk utilization.
- Describe the BGP configuration proposed for the District connection, including session type, whether the District may advertise its own IP space and AS, prefix-length acceptance and propagation to upstream peers, and any limits on the number of prefixes or communities supported.

## **4. Internet Access Service Level Agreements**

Internet Access solutions **must** adhere to the following Service Level Agreement (SLA) terms:

| <b>Metric</b>                | <b>Dedicated fiber / DIA</b>                 |
|------------------------------|----------------------------------------------|
| Availability                 | 99.9% – 99.99% monthly                       |
| MTTR                         | 4 hours (often 2 for hub sites)              |
| Latency (round trip, on-net) | ≤ 20–45 ms                                   |
| Packet loss                  | ≤ 0.1%                                       |
| Jitter                       | ≤ 2–5 ms (matters if VoIP rides the circuit) |
| Throughput                   | 100% of CIR, symmetrical, non-oversubscribed |
| Outage notification          | 15–30 min to designated contact              |

## **5. Distributed Denial of Service (DDoS)**

In addition to the Internet Access request, the District requests Respondents to provide a detailed solution to mitigate Distributed Denial of Service (“DDoS”) attacks.

Respondents are required to explain whether this feature/solution is commercially available to like-sized enterprise customers such as Osceola County, whether there is an additional fee for the service, and if so, to quantify the fee separately.

If the Respondent's base proposal includes the DDoS feature, the Respondent must certify that DDoS is integral and bundled with no separate charge to other similarly situated enterprise customers, such as The District. This means that the Respondent cannot propose to bundle DDoS services as part of its base service price for this RFP unless that option is commercially available to other customers.

Respondents should include what protection the service covers if DDoS is included in the base service and bursting capabilities and associated pricing. Any separately priced DDoS mitigation, or any burst/premium tier priced above the base service, will be treated as an ineligible cost and cost-allocated out of the E-Rate funding request

## **B. Wide Area Network**

The District seeks proposals to provide dedicated access for the District's Wide Area Network in compliance with the Schools and Libraries Division E-Rate program via a Leased Lit Fiber (LLF) or Leased Dark Fiber (LDF) solution. Respondents are encouraged to provide proposals for one or both solutions.

The proposed WAN network is intended for use only by Osceola County School District students and staff. Service to each site should be dedicated solely to The District and should not be shared with other customers. The WAN is part of The District's critical infrastructure and is strategically important to The District in meeting its educational goals and objectives. As such, responses will only be considered from vendors that can meet the required attributes detailed below and enumerated elsewhere in the RFP.

This RFP describes The District's needs and requirements that it expects the Respondent to address. This RFP does not dictate a specific technology for the Respondent, and The District will accept proposals for leased lit fiber and leased dark fiber. As a result, Respondents have great latitude in their technical approach for meeting The District's requirements and service levels. The District will consider any technology or topology, as well as combinations of those technologies that can meet the bandwidth and service level requirements in this RFP.

For both Leased Lit and Leased Dark proposals, prospective vendors should clearly explain the path diversity being offered and how service outages will be addressed, whether it is a cut line coming from the main central office or a central office building outage. Please explain how your network resiliency ensures no single point of failure will affect the District. If single-point failures exist, explain how a failure would be mitigated.

### **1. Leased Lit Fiber:**

- Proposals for LLF **must** provide a comprehensive design for a reliable, robust, and scalable WAN topology that meets the connectivity needs of all school, administrative, and support sites and removes the potential of an outage at any one location due to a fiber cut or other service interruption.
- The District **must** have an initial dedicated, symmetrical transport bandwidth of five (5) Gbps to administration sites and elementary schools and ten (10) Gbps to middle and high schools. Respondents are also encouraged to provide pricing for incremental bandwidth levels of 10 to 100 Gbps.

The main district hub and aggregate hub sites must have an initial dedicated, symmetrical transport bandwidth of 25 Gbps and must be scalable to 100 Gbps. Respondents are also encouraged to provide pricing for incremental bandwidth levels of 40 to 100 Gbps.

- The total of all non-recurring charges and the average cost of all bandwidth tiers will be used for cost comparison.
- If the exact bandwidths listed are not available, Respondents should include their **closest** comparable service level for consideration.
- The District anticipates increasing capacity to 200 Gbps or more during the term of the contract, including any voluntary extensions, and intends to exercise those upgrades under this contract without a new competitive bidding process.
- Vendors shall provide pricing for each bandwidth tier listed on Attachment C- Vendor Proposed Pricing Attachment C- Vendor Proposed Pricing. Pricing shall be provided for every tier the vendor can deliver at the time of proposal, and pricing submitted for higher tiers shall remain firm and available at the District's request for the full contract term.
- If a tier above 100 Gbps is not currently available, the vendor shall state so and describe in its proposal how that capacity would be provided — for example, through multiple aggregated or link-bundled 100 Gbps circuits, a higher-capacity port delivered at a subrate, or planned network build-out. The description shall include the handoff type and quantity, any construction or special construction involved, whether that construction cost is included in the proposed pricing, and the estimated interval from District request to service delivery.
- Proposals offering aggregated circuits rather than a single circuit at the requested capacity will not be disadvantaged, provided the vendor demonstrates the aggregate solution delivers the full contracted bandwidth to a single logical handoff. If a respondent charges separate fees for both endpoint connections for any location, this **must** be clearly stated in their formal bid response and on the pricing attachment.
- Layer 2 management is requested for LLF solutions.
  - For this RFP, Layer 2 management is where the Respondent is responsible for the fiber facility and the data link layer, delivering transparent Ethernet transport (E-Line, EVPL, or E-LAN) between the designated endpoints. The District connects its own routing equipment at the Respondent's handoff and retains control of IP addressing, subnetting, VLAN architecture, and inter-VLAN routing.
- Customer Premises Equipment (CPE) is not requested under this solicitation. All electronics and terminating equipment necessary to deliver the requested lit fiber service and bandwidth are the responsibility of the service provider and must be included in the proposed monthly recurring cost. The service provider will hand off to existing District-owned equipment at each location. Vendors must specify their handoff requirements, including demarcation point, media and connector type, and interface speed. See Attachment Y- Current Network Design for details on district-owned equipment.
- Each Respondent proposing a Leased Lit Fiber solution **must** complete the Attachment C- Vendor Proposed Pricing and **must be** returned in .xlsx format. Respondents who return the required pricing in any format other than .xlsx (e.g., PDF) **will be** considered non-responsive.
  - Special construction and monthly recurring costs are required to be broken out and listed separately.
  - No increased pricing will be allowed during the term of the quoted special construction, non-recurring costs (NRC), and MRC rate in each pricing cell of the matrix.
  - A Special Construction "Cost per foot" for future district sites must be included on the pricing attachment. A not-to-exceed amount is considered acceptable.
  - Renewal pricing must be completed.

- All sites listed in the Attachment C- Vendor Proposed Pricing **must** be included in the proposal. Failure to include all sites in a proposed price option may result in proposal disqualification.
  - If a site listed on Attachment C- Vendor Proposed Pricing will not receive a direct connection on the vendor's proposed network, this must be clearly stated in the proposal and on Attachment C- Vendor Proposed Pricing.
- All costs required to deliver the proposed solution **must** be included in the proposal. By submitting a proposal, Respondent certifies that it has engineered a full solution, including all monthly recurring charges, all installation charges, and all special construction costs. Costs added after the Respondent has submitted their proposal are solely the responsibility of the Respondent and not The District.
- If a bandwidth upgrade is requested mid-contract, the term length does not reset or renew

### **LLF Service Level Agreements**

All **Leased Lit Fiber** solutions **should** adhere to the following Service Level Agreement (SLA) terms:

- The awarded Respondent will make all reasonable efforts to ensure 99.99% network availability of each circuit.
- .25% frame/packet loss commitment.
- 25ms round trip network latency commitment.
- 10ms network jitter commitment.
- There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason.
- The awarded Respondent's stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
- Network operations center: Solution will provide The District customer support functions including problem tracking, resolution, and escalation support management on a 24x7x365 basis. The District has the right and is encouraged to call concerning any problems that may arise relative to its connection with Successful Respondent provided services.
- Trouble reporting and response: Upon interruption, degradation or loss of service, The District may contact awarded Respondent by defined method with a response based on trouble level. Upon contact from The District, the awarded Respondent's support team will initiate an immediate response to resolve any District issue. The District will receive rapid feedback on trouble resolution, including potential resolution time.
- Escalation: In the event that service has not been restored in a timely manner, or the District does not feel that adequate attention has been allocated, the District can escalate the trouble resolution by request. A list of escalation contacts will be provided when the implementation schedule is completed.
- Resolution: The District will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to The District.

- Measurement: Time starts from the time the District contacts awarded Respondent and identifies the problem. Credits for outages should be the following:
  - Length of Service Outage Credit is the following percentage of monthly recurring cost:
    - Less than 2 hours - No Credit
    - Greater than two (2) hours and less than four (4) hours - 5%
    - Greater than four (4) hours and less than eight (8) hours - 10%
    - Greater than eight (8) hours and less than twelve (12) hours - 15%
    - Greater than twelve (12) hours and less than sixteen (16) hours - 20%
    - Greater than sixteen (16) hours and less than twenty-four (24) hours - 35%
    - Greater than twenty-four (24) hours - 50%
- Reports: Upon request, an incident report will be made available to the District within five (5) working days of resolution of the trouble.
- Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
- Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing The District.

## 2. Leased Dark Fiber:

Proposals for LDF must provide a comprehensive design for a reliable, robust, and scalable WAN topology that meets the connectivity needs of all school, administrative, and support sites and removes the potential of outage at any one location due to a fiber cut or other service interruption.

- The District is requesting 12 strands (6 pair) of single-mode fiber to each eligible entity location listed on the Attachment C- Vendor Proposed Pricing. **See Technical Specifications for additional requirements.**
  - **Excess Fiber Strands:** To the extent that the awarded Respondent installs additional strands of fiber for future business ventures, the awarded Respondent assumes full responsibility to ensure those incremental costs are allocated out, as applicable, of the special construction charges to the District in accordance with FCC rules and orders.
  - **Note:** If, after the issuance of the FCDL (Funding Commitment Decision Letter), USAC or the FCC determines that the awarded Respondent did not cost allocate those charges associated with any additional, excess strands, the District will not be responsible for reimbursing the awarded Respondent, and the awarded Respondent will assume all responsibilities and costs deemed ineligible by USAC.
  - Bidders proposing dark fiber must state whether the offer is a leased dark fiber arrangement or an Indefeasible Right of Use (IRU), and must identify the term length and the ownership of the fiber facilities. If an IRU is proposed, state the total prepaid amount and the annual value attributable to each year of the term
- Each Respondent proposing a Leased Dark Fiber solution **must** complete the Attachment C- Vendor Proposed Pricing and **must be** returned in .xlsx format. Respondents who return the required pricing in any format other than .xlsx (e.g., PDF) **will be** considered non-responsive.
  - Special construction and monthly recurring costs are required to be broken out and listed separately.
  - No increased pricing will be allowed during the term of the quoted special construction, non-recurring costs (NRC), and MRC rate in each pricing cell of the matrix.
  - A Special Construction "Cost per foot" for future district sites must be included on the pricing attachment. A not-to-exceed amount is considered acceptable.
  - Renewal pricing must be completed.

- The total of all non-recurring charges and the average cost of all bandwidth tiers will be used for cost comparison.
- Layer 2 management is requested for LDF solutions.
  - For this RFP, Layer 2 management is where the Respondent is responsible for the fiber facility and the data link layer, delivering transparent Ethernet transport (E-Line, EVPL, or E-LAN) between the designated endpoints. The District connects its own routing equipment at the Respondent's handoff and retains control of IP addressing, subnetting, VLAN architecture, and inter-VLAN routing.
- Customer Premises Equipment (CPE) is not requested under this solicitation. All electronics and terminating equipment necessary to deliver the requested lit fiber service and bandwidth are the responsibility of the service provider and must be included in the proposed monthly recurring cost. The service provider will hand off to existing District-owned equipment at each location. Vendors must specify their handoff requirements, including demarcation point, media and connector type, and interface speed. See Attachment I - Current Network Design for details on district-owned equipment.
- All eligible sites listed in Attachment C **must** be included in the proposal. Failure to include all sites in a proposed price option may result in proposal disqualification.
  - If a site listed on Attachment C will not receive a direct connection on the network, this must be clearly stated in the proposal and on Attachment C.

#### **Maintenance and Operations (M&O)**

All LDF proposals require maintenance as part of the proposal, even if maintenance is subcontracted to a third party. In the case of the third-party maintenance, the awarded Respondent must hold and manage the subcontract and is ultimately responsible for the SLA. It is assumed that the dark fiber network is part of the service provider's more comprehensive fiber infrastructure. The Respondent will include only the portion of maintenance that is required to support The District fiber segments versus overall network maintenance. If the fiber serves multiple customers, the maintenance cost should be shared among all the recipients. For leased dark fiber offerings, maintenance costs shall be assumed to be included in the monthly lease fee. Fee structures that separate maintenance costs **must** explicitly state this and provide itemized costs.

All **Leased Dark Fiber** solutions should adhere to the following Service Level Agreement (SLA) terms:

- The awarded Respondent will make all reasonable efforts to ensure 99.99 percent network availability of all leased dark fiber strands.
- The awarded Respondent shall maintain the fiber seven (7) days per week, twenty-four (24) hours per day.
- In the case that maintenance is contracted to a third party, the awarded Respondent still bears full responsibility to The District for adherence to the SLA.
- The awarded Respondent will respond to any outage due to a fiber cut, crimp, bend or another fiber related failure, within (2) two hours and thereafter proceed to correct the malfunction with reasonable diligence.
- Service Outage shall be calculated from the time the call is placed by The District regarding the Outage. Service Outage shall be defined as one or more strands not satisfying the technical performance requirements in this RFP. Credits for outages should be the following:

Length of Service Outage Credit is the following percentage of monthly recurring cost:

- Less than 2 hours - No Credit
- Greater than two (2) hours and less than four (4) hours - 5%
- Greater than four (4) hours and less than eight (8) hours - 10%
- Greater than eight (8) hours and less than twelve (12) hours - 15%
- Greater than twelve (12) hours and less than sixteen (16) hours - 20%
- Greater than sixteen (16) hours and less than twenty-four (24) hours - 35%
- Greater than twenty-four (24) hours - 50%

### 3. TECHNICAL SPECIFICATIONS FOR BOTH LLF AND LDF SOLUTIONS

#### Network Design and Construction Routes

- Respondent **should** demonstrate to The District that its approach will meet The District's requirements. The solution proposed should be robust, resilient, scalable, and, to the extent financially feasible, avoid a single point of failure.
- Due to current and future bandwidth needs, Respondents are encouraged to provide dedicated infrastructure to The District. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to The District and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.
- Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).
- The District is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the Respondent to present their best solution while recognizing the cited termination locations.
- In any design or proposal, remote and central site bandwidth will be determined during contract negotiations based on the demand requirements and pricing. Proposals shall include 'not to exceed' pricing commitments, both one-time and recurring, for bandwidth upgrades during the period of the Contract.
- The District reserves the right to ask vendors clarifying questions during the proposal review process to ensure that the District is receiving the most cost-effective solution that meets the technical requirements of this RFP.

#### Special Construction

- In E-Rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
- Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-Rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.
- Special construction charges eligible for Category One support consist of three components:
  - Construction of network facilities
  - Design and engineering
  - Project management
- If no new fiber is being installed, then any installation costs are considered standard non-recurring costs (NRC). For leased lit fiber solutions requiring special construction, this means that the costs

associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.

- Special Construction Payment Plan Option: The District requests that the Respondent(s) consider allowing The District to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal annual installments over four years from funding year 2027-28 to funding 2030-31. Respondent must specify agreement or non-agreement of this request.

#### **4. ADDITIONAL REQUIREMENTS**

##### **Reselling and Subcontracting:**

- Any Respondent who intends to resell or subcontract a lit service from a third party must supply proof in writing with their proposal that said party can provide service at all proposed The District locations.
- If, at any point following the proposal submission, any changes from the third party alter the costs or significantly change scope of proposed service then The District will not be liable for the cost increase and reserves the right to disqualify the proposal and cancel any signed contracts without penalty.

##### **Timeline:**

- For each solution, Respondents must include a timeline for bringing all sites online.
- For solutions proposed requiring little to no special construction should be able to bring all sites online by the end of funding year 2027-28.
- For solutions proposed requiring special construction, a schedule of bringing all sites online must be included with an explanation of how this timeline shifts if the date of the E-Rate funding commitment shifts.

##### **Demarcation:**

- All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.
- There must be a clear demarcation between vendor and district owned equipment. The vendor may NOT connect directly to The District switch or router. Any such connection will be accomplished via a district owned jumper cable.
- Solutions bringing service to the property line but not to the demarcation point are not acceptable.
- Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and handoff, rack mount patch panel, etc.
- In each building, Contractor must install all infrastructure or service hardware to an existing two-post rack or enclosure designated by Owner. Proposals bringing service to the property line but not inside of the demarcation address are not acceptable. Site Diagrams to assist with the placement of Contractor hardware locations will be provided upon request.

##### **Network Diagram:**

- For each solution, Respondent **must** include a network diagram displaying the paths to be used to serve each endpoint.
- Diagrams **must** show if circuits are routed through any non-The District aggregation hubs, equipment, or third-party facilities between hub site and each endpoint.

##### **Capacity Planning:**

- The District model for network capacity planning begins with a WAN capacity of five (5), ten (10), and twenty-five (25) Gbps of LLF or 12 strands of LDF to each site. The offer's solution should allow for the aggregated capacity, so each site has the full symmetrical service to conform to the

logical load-balanced diagram provided. The District also may add new locations or may have changes in the school locations during the contract term; the successful awardee will allow for site additions and location changes under the scope of this contract and will afford the District the same monthly rates and will allow for Special Construction (fiber build-out) and other non-recurring charges (installation/equipment charges) on a contract amendment.

**Required Notice to Proceed and Funding Availability:**

- To be eligible for all available funding, the District will follow the purchasing policies of Osceola County School Board and requirements and procedures of the FCC's E-Rate program as administered by the Universal Service Administrative Company.
- Each Respondent shall disclose its E-Rate Service Provider Identification Number (SPIN / Service Provider Identification Number, FCC Form 498 ID) in its proposal. A Respondent that does not hold a SPIN shall state its intent and timeline to obtain one prior to contract execution.
- The implementation of any associated contracts resulting from this competitive bid process or any action taken by the vendor will be dependent on the District's issuance of a written Notice to Proceed.
- E-Rate funding notification alone will not signify Notice to Proceed. The District will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not become available.
- The District intends to utilize the FCC's Special Construction State Matching fund program, if the State Matching Program is approved for FY2027.

**5. E-Rate Funding Contingency and Right to Cancel**

- All monthly services and one-time costs solicited under this RFP are contingent on the District's receipt of an E-Rate funding commitment and on the District's issuance of a written Notice to Proceed. By submitting a proposal, the Respondent acknowledges this contingency and agrees that the pricing offered contains no early termination charge, cancellation fee, or cost-recovery charge triggered by the events described in this section.
- If E-Rate funding is denied, or is committed at a level lower than requested, or is not acted upon before the District's required in-service date, the District may cancel any resulting contract in whole or in part, or reduce the quantity of circuits, sites, or services, upon written notice to the Awardee and without penalty, termination liability, or further obligation. The District may also, at its sole option, elect to proceed at its own expense.
- Any resulting contract continues from funding year to funding year subject to an E-Rate funding commitment for each year. If funding for a subsequent funding year is denied, reduced, or not received, the District may terminate the affected services upon thirty (30) days' written notice, without penalty and without affecting the pricing or term of services that remain in place.
- If E-Rate funding is rescinded, reduced, or recovered after commitment as a result of the Awardee's act, omission, ineligibility, or failure to provide information required during Program Integrity Assurance review, invoice review, or audit, the Awardee **must** bear the full amount rescinded or recovered, and the District may terminate the affected services without penalty. This obligation survives termination or expiration of the contract.
- Special construction is separately contingent. If special construction funding, or the state matching funds the District intends to pursue, is not committed, the District may cancel the special construction portion of any resulting contract before construction begins, without penalty. The Awardee **must** not begin construction, incur costs, or order materials for which it expects

reimbursement before receiving the District's written Notice to Proceed, and the District will not be liable for costs the Awardee incurs before that notice or after a notice of cancellation.

- The District's obligations under any resulting contract are further subject to the annual appropriation of funds by the School Board of Osceola County. Non-appropriation is grounds for termination without penalty.
- Termination or cancellation under this section is not a default by either party, and the Awardee waives any claim for lost revenue, lost profit, or unrecovered investment arising from it.

#### **6. Modifications:**

- Contract(s) **must** permit bandwidth increases during the term of the contract. Any such increases, including those during optional renewal periods, will be treated as modifications to the existing contract rather than new contract(s) and, therefore, will **NOT** extend the contract's term.
- Contract(s) **must** allow for early termination of circuits without penalty if a location is closed by The District.
- Contract(s) **must** allow additional sites to be added at the existing Monthly Recurring Charge (MRC) and competitively bid "cost per foot" special construction costs for the duration of the contract. Any additional sites added will have the same end date as the main contract.
- No price increases will be permitted during the term of the contract.

### **3.0 SPECIAL TERMS & CONDITIONS**

#### **3.01 AWARD TERM**

The School Board's goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent(s) shall be awarded a contract for an initial contract term of five (5) years, with two (2) subsequent five (5) year renewals for a maximum of 15 years, pending Board approval. Contract start date shall be July1, 2027.

The award term recommendation will be that which is determined to be in the best interest of the School Board. All renewals will be contingent upon mutual written agreement and, when applicable, approval of the School Board.

#### **3.02 RFP CLOSING DATE**

Proposals must be received by The School District of Osceola County Procurement Services through VendorLink at <https://vendorlink.osceola.org> no later than **2:00 p.m., eastern time, on Thursday, November 12, 2026**. Proposals received after this time will not be considered.

#### **3.03 ELECTRONIC PROPOSAL SUBMITTAL**

Respondent shall submit all documents pertaining to this RFP electronically through VendorLink at <https://vendorlink.osceola.org>. Contact VendorLink technical support at [support@evendorlink.com](mailto:support@evendorlink.com) if technical difficulties arise during submission.

- A. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document Format (.pdf), or .ZIP file formats.
- B. Enable Printing on all files submitted.
- C. All required documents must be fully filled out and signed by an official who is authorized to legally bind the Respondent on all solicitation specifications.
- D. Clearly identify each part of the submission.

- E. Terms and Conditions submitted by Respondent which differ from those in this solicitation may be cause for disqualification of the proposal.

### **3.04 PRE-PROPOSAL CONFERENCE**

- A. A pre-proposal conference will be held Virtually through Microsoft Teams meeting [\[link\]](#) at 9:00 AM, local time Wednesday, September 30, 2026. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. Individuals covered by the American with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings should contact the School Board's Procurement Services, Kissimmee, Florida, (407) 870-4625 at least five (5) days prior to the date.

### **3.05 QUESTIONS CONCERNING RFP**

All questions concerning this solicitation must be submitted no later than the date and time specified in Attachment A. Please direct all inquiries concerning this solicitation online via VendorLink at <https://vendorlink.osceola.org> by viewing bid details and clicking on "Ask a Question". Respondents submitting questions by phone, email or other means will be directed to post their question(s) online at <https://vendorlink.osceola.org>.

### **3.06 RESPONDENT'S RESPONSIBILITY**

Respondent, by submitting a proposal, represents that:

- A. The Respondent understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;
- C. Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the Respondent will rely. If the Respondent receives an award because of its Proposal submission, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief, and;
- D. The Respondent will be held responsible for any and all discrepancies, errors, etc. in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the School Board's annual audit, including five (5) years thereafter.

### **3.07 PRESENTATIONS BY RESPONDENTS**

- A. The School Board, at its sole discretion, may ask individual Respondents to make oral presentations, informal telephone interviews and/or demonstrations without charge to the School Board.
- B. The School Board reserves the right to require any Respondent to demonstrate to the satisfaction of the School Board that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the School Board and the School Board shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal submittal.

- E. It is the School Board's intent to award a contract(s) to the Respondent(s) deemed most advantageous to the School Board in accordance with the evaluation criteria specified elsewhere in this RFP. The School Board reserves the right however, to conduct post-presentation discussions with any respondent who has a realistic possibility of contract award including, but not limited to request for additional information and competitive negotiations.

### **3.08 LOCAL BUSINESS TAX RECEIPTS**

- A. Any bidder whose permanent business location is in Osceola County must submit with the bid a copy of their Local Business Tax Receipt (formerly known as an "Occupational License") issued to them by the Osceola County Tax Collector.
- B. Any bidder whose permanent business location is in a Florida county other than Osceola County must submit with their bid a copy of their Local Business Tax Receipt issued to them by the tax collector of the county of their permanent business location, unless that county does not collect Local Business Taxes or issue Local Business Tax Receipts.
- C. Any bidder whose permanent business location is in a Florida county other than Osceola County and who already has a Local Business Tax Receipt required to exercise the privilege of engaging in or managing any business, profession, or occupation within Osceola County must submit with their bid a copy of their Local Business Tax Receipt issued to them by the Osceola County Tax Collector.
- D. Any bidder whose permanent business location is within the jurisdiction of a Florida municipality that collects Local Business Tax must submit with their bid a copy of their Local Business Tax Receipt issued to them by that municipality.
- E. Any bidder whose permanent business location is in a state other than Florida must submit with their bid a copy of all licenses or tax receipts required by the state or local government jurisdiction of their permanent business location.
- F. Any bidder whose permanent business location is in a state other than Florida and who already has a Local Business Tax Receipt required to exercise the privilege of engaging in or managing any business, profession, or occupation within Osceola County must submit with their bid a copy of their Local Business Tax Receipt issued to them by the Osceola County Tax Collector.
- G. A successful bidder whose permanent business location is not in Osceola County, including a successful bidder whose permanent business location is in a state other than Florida, and who does not already have a Local Business Tax Receipt required to exercise the privilege of engaging in or managing any business, profession, or occupation within Osceola County must obtain a Local Business Tax Receipt from the Osceola County Tax Collector within fourteen (14) days of the School Board electronically posting its intent to award the bid and submit it as an addendum to their bid within twenty-one (21) days of the School Board electronically posting its intent to award the bid, unless exempt under Section 205.065 FL Statutes.
- H. Because independent contractors are a separate business for purposes of Local Business Tax, any bidder who intends to use independent contractors to fulfill the contract to be awarded under this Invitation To Bid must submit Local Business Tax Receipts for every independent contractor they intend to use according to the criteria outlined in subparagraphs A-G above. In other words, substitute the words "independent contractor" for the word "bidder" in subparagraphs A-G and any independent contractor who falls within the criteria identified must obtain a Local Business Tax Receipt as outlined and the bidder must submit it as outlined.
- I. Any Local Business Tax Receipt submitted as required by this section must list the appropriate business type as closely related as possible to the Title of the Invitation To Bid and the description and scope of work as identified in the Invitation To Bid. If the county or municipality

of the bidder's permanent business location does not have a specific category that matches, the Local Business Tax Receipt must list a business type that matches as closely as possible.

### **3.09 INSURANCE REQUIREMENTS**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the School Board a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the School Board's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the School Board, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the School Board's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

#### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The District, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the District, its officials, employees, and volunteers.

#### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the District must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the District's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the District, its officials, employees, and volunteers for all losses or damages. The District requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the School Board.

Insurance Certificate Requirements

- a. The Contractor shall provide the District with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the District a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the District with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The District reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The District shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The District shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

The School District of Osceola County

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the School Board as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the School Board, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the School Board, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the School Board, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the School Board confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The School Board reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the School Board's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

### **3.10 INSTALLATION**

Where installation is required, the successful bidder shall deliver, set in place, install, make ready to run, and test (test to be accomplished in the presence of an authorized representative of the School District of Osceola County, Florida). The bidder shall provide a qualified person, at no extra cost, to assure performance of the item and to make the initial start-up and achieve the successful testing. Upon completion of the successful testing of the item, the authorized representative of the School Board shall accept it. All miscellaneous installation materials shall be included in the Total Turnkey price. The miscellaneous installation materials include the following: conduit, wire, fiber, connectors, fittings, boxes, etc. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Successful bidder shall protect the site from damage and shall repair damages or injury caused during the installation by the successful bidder or its employees or agents. If any alternation is required to the Building to achieve installation, the successful bidder shall promptly restore the structure or site to its original condition. Successful bidder shall perform installation work so as to cause the least inconvenience and interference with the School Board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

### **3.11 WARRANTY**

Respondent warrants the Services furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of no less than one (1) year from the date of acceptance.

Equipment provided must include the Manufacturer's warranty, the successful Respondent shall fully guarantee all items furnished hereunder against defect in material and workmanship for the Manufacturer's normal period of time but no less than one (1) year from date of acceptance by the School Board. Should any defect in material or workmanship appear, excepting ordinary wear and tear, during the warranty period, the successful Respondent shall repair or replace same at no cost to the School Board immediately upon written notice from the School Board. All warranty paperwork shall be included with Deliverables prior to acceptance by the School Board.

### **3.12 LIQUIDATED DAMAGES**

In case of failure on the part of the successful Respondent to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of

the School Board or failure to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified in the contract or any extensions thereof, and which the School Board will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Firm shall pay to the District, as liquidated damages, in the sum of \$400.00 for each calendar day of delay after the assigned substantial completion date of the project. If the actual completion extends beyond the time limit specified for the final completion deadline the liquidated damages shall be \$400.00 for each calendar day for additional time required for final completion of the work, these two (2) sums can run concurrently. In no way shall costs for liquidated damages be construed as a penalty on the Respondent.

### **3.13 LITIGATION**

Bidders shall submit details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, with the exception of immaterial claims which are defined herein as claims with a possible value of less than \$25,000.00 or which have been resolved for less than \$25,000.00. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, case of litigation, matter in dispute, disputed amount, and whether the award was for or against the Respondent.

### **3.14 INSPECTION AND ACCEPTANCE**

The School Board's Project Manager/Authorized Representative will accept each deliverable when it meets the requirements of this Contract and the relevant project noted on the Purchase Order. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the project's proposal. The scope and nature of this testing should be negotiated prior to the Purchase Order and should be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

### **3.15 PERFORMANCE AND PAYMENT BONDS**

If the project cost is \$200,000.00 or more, a performance and payment bond shall be required. The Respondent shall furnish within ten (10) days of notification of award a 100% Performance Bond and 100% Payment Bond, payable to the School District as security for the faithful performance of the Contract and payment of sub-contractors and/or suppliers. Both Performance & Payment Bonds shall be equal to the Total Turnkey amount of the project. Bonds may be in the form of a bond, cashier's check or Irrevocable Letter of Credit (ILOC). The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An Attorney in fact who signs a Performance Bond must file with the bond a certified copy of his/her power of attorney to assign said bond. The successful respondent, upon failure or refusal to furnish within ten (10) days of notification the required Performance Bond, shall pay to the School District, as liquidated damages for such failure or refusal, an amount in cash equal to the Proposal Bond.

### **3.16 FEDERAL GRANTS TERMS AND CONDITIONS**

For any solicitation or agreement that involves, receives, or utilizes Federal Grants funding, the Federal Terms and Conditions (Attachment G) shall be considered a part of the solicitation and resulting award, or agreement and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the agreement.

### **3.17 DEFINITIONS** As used in this RFP, the following terms shall have the meanings set forth below:

**Allowable Cost:** Costs that will be paid to the distributor net of discounts, rebates, and other applicable credits include, but are not limited to, price reductions due to product promotions, volume purchasing, on-line ordering or other electronic ordering systems, and prompt payments or advance payments, all of which have the result of lowering the price of the commodities purchased by the School Board.

**Bid/Proposal:** A formal solicitation to provide goods and services as specified.

**Contract:** The document resulting from this solicitation between the School Board and the Respondent, including this RFP, along with any written addenda and other written documents, which are expressly incorporated by reference.

**Contract Administrator:** The Director of Procurement Services or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the Director of Procurement Services.

**Contractor's Project Manager:** The Project Manager has responsibility for administering this contract for the Respondent(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

**Day:** The word "day" means each calendar day or accumulation of calendar days.

**Director:** The Director is the Director of Procurement Services for the School Board.

**Distributor:** The term distributor is defined as the firm or individual with whom the School Board will enter into a contract with. They will provide goods and perform services as described herein. The successful distributor will be paid the cost of each item ordered for the schools plus the per case fee, if applicable, submitted with their proposal.

**District Contract Administrator:** The Director of Procurement Services or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting Contract shall be done in writing and authorized by the School Board Chairman or authorized designee.

**District Project Manager(s):** The Project Manager(s) have responsibility for the day-to-day administration of the resulting Contract for the School Board and will be designated prior to award of the resulting Purchase Order.

**Exceptions to RFP:** An exception is defined as the Respondent's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP.

**NOI:** Notice of Intent to Award

**Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

**Respondent:** A separate and distinguishable business entity participating or seeking to participate in the performance of a contract. That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a contract with the School Board for the provision of the services set forth herein.

**Respondent's Project Manager:** The Project Manager has responsibility for administering this contract for the Respondent and will be designated prior to execution of the contract.

**School Board:** The word School Board refers to the entity and elected officials of The School Board of Osceola County, Florida, its duly authorized representatives, and any school, department, or unit within the School Board.

**School District:** The word School District refers to the entity, The School District of Osceola County, Florida.

**Successful Respondent:** That person or entity that is awarded a contract with the School Board for the provision of the services set forth herein.

**Superintendent:** Is the person responsible for the administration and management of the schools and its departments.

**Using Agency:** The term “using agency” used herein refers to any school, department, committee, authority, or another unit in the School Board using supplies or procuring contractual services as provided for in the Procurement Services of the School Board.

Definitions listed in the [Procurement Procedures Manual](#) posted on the Procurement Services website, shall be incorporated herein by reference.

**End of Section**

#### 4.0 **PROPOSAL SUBMITTAL REQUIREMENTS/WRITTEN EVALUATION CRITERIA**

Responses will be distributed to an evaluation committee for review and evaluation in accordance with this section. The committee will then convene to discuss, scores will be tallied, and the committee shall arrive at a "short list". This meeting is referred to as the "Evaluation Committee Short List Meeting" and may occur on the date listed in Attachment "A".

In accordance with **Florida Statute 286.0113**, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

(b)1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

2. Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

(c)1. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

2. The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

**All proposals shall include the following information as listed below.**

Sections 1 & 2 will be reviewed by a member of the Procurement on a Pass/Fail basis. Respondents must successfully meet the requirements listed in sections 1 & 2 before their submittal will be presented to the committee for review. **Failure to successfully complete the requirements listed in sections 1 & 2 may be cause for the proposal to be considered non-responsive.**

##### **Section 1 – Attachment D and Attachment H- RESPONDENT'S ACKNOWLEDGEMENT (Pass/Fail)**

1. Drug Free Workplace Certification
2. Instructions For Debarment Certification
3. Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
4. Emergency/Storm Related Catastrophe Acknowledgement
5. Notification Regarding Public Entity Crime and Discriminatory Vendor Lists
6. Prohibition Against Contracting with Scrutinized Companies
7. Conflict of Interest
8. Confidential Materials Acknowledgement
9. State of Florida – Use of Coercion Affidavit
10. Attachment "H" – Schools and Libraries Division E-Rate Participant Acknowledgement Form

##### **Section 2 – Addenda (Pass/Fail)**

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the Respondent's proposal.

**The following sections will be reviewed by the Committee members after successfully fulfilling the requirements of sections 1 & 2.** The scoring will be in accordance with the following scale:

**Scoring:** Other than Cost of Eligible Goods and Services, Cost of Ineligible Goods and Services, District Cost Across the Full Contract Term and **Single Point of Accountability**, an adjectival

scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of Unsatisfactory is the least favorable and a score of Excellent is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- Excellent (1.0)** – Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards.
- Above Average (0.8)** – Exceeds specification requirements in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards.
- Good (0.6)** – Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable.
- Satisfactory (0.4)** – The proposal is slightly below the standard for evaluation but for the most part complies with that standard.
- Marginal (0.2)** – Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses.
- Unsatisfactory (0.0)** – Non-Responsive to the criteria requirements

After an Evaluation Committee member has determined the description applicable to the Proposal Evaluation Criteria, the number of points available for each criterion (e.g., 15 points for "Experience of Personnel") shall be multiplied by the factor associated with the applicable description (e.g., the multiplier of 0.8 for the "Above Average" description) to produce the number of points allocated for that evaluation criterion.

For example, an Evaluation Committee member classifies the Experience of Personnel criterion of Proposal #1 as "Above Average." The points that Evaluation Committee member allocated for that evaluation criterion would be 12, calculated as follows: 15 available points x 0.8 applicable description multiplier = 12 points.

An Evaluation Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criterion. When all Evaluation Committee members have completed their Proposal evaluations, the individual Evaluation Committee members' total scores for each Proposal will be averaged together to produce a final score for each Proposal.

#### **A. Internet Access Proposal Submittal Requirements**

| Evaluation Criteria                                      | Maximum Point Value |
|----------------------------------------------------------|---------------------|
| Section 3 - Qualifications of the Respondent             | 16                  |
| Section 4 - Technical Approach to Services               | 24                  |
| Section 5 - Cost of E-Rate Eligible Goods and Services   | 35                  |
| Section 6 - Quality of Proposal Submission               | 10                  |
| Section 7 - Cost of E-Rate Ineligible Goods and Services | 5                   |

|                                            |     |
|--------------------------------------------|-----|
| Section 8 - Single Point of Accountability | 10  |
| Total                                      | 100 |

### Section 3 – Qualifications of the Respondent

RFP Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business.

A brief profile of the firm, including:

- A. A brief history of the business
- B. Organizational structure of business
- C. Ownership interests
- D. Active business venues (counties, states, etc.)
- E. Present status and projected direction of business
- F. Designation of the legal entity by which the business operates and documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida
- G. Provide a copy of the appropriate Business Tax Receipt for the jurisdiction in which the permanent business location resides. If the jurisdiction in which the business resides does not issue a Business Tax Receipt, indicate in this tab. **Note: Charitable organizations that qualify under Florida Statute section 205.192 are exempt from this requirement.**
- H. Attach evidence of required insurance coverage or proof of insurability in the amounts indicated in this RFP.

**Comparable Internet Access Deployments.** Evaluates the Respondent's demonstrated experience delivering high-speed Internet access service to K-12 districts or similarly sized enterprise customers. Respondents should identify at least three (3) comparable deployments placed in service within the past three (3) years.

**Assigned Service Team.** Evaluates the qualifications and experience of the personnel who will be assigned to the District, including project management, field engineering, NOC and escalation contacts, and account management.

**Fiber Installation Experience.** Evaluates the Respondent's experience with fiber construction — aerial or buried — and delivery of service to a Main Distribution Frame or comparable demarcation point.

**References.** List at least three (3) references where the proposed services are currently in service. The degree of relevant experience of the proposer with Florida School Boards and/or political subdivisions will be a primary factor.

### Section 4 – Technical Approach to Services

Evaluates the technical merit of the Respondent's proposed solution as described in its proposal.

**Network Design and Upstream Connectivity.** Evaluates the proposed network architecture, including the upstream relationships supporting the connection — direct Tier 1 backbone peering, Tier 2 transit to major Internet exchange points, or a combination — the number and location of ingress and egress points serving the District, and the resulting routing path efficiency.

**Resiliency and Failover.** Evaluates the proposed approach to service continuity, including physical route diversity, hardware redundancy at the network edge, identified single points of failure and how each is addressed, whether failover is automatic or manual, and the stated time to restore service following a failure of the primary path.

**Throughput and Scalability.** Evaluates the Respondent's ability to deliver the requested bandwidth without oversubscription within its own network, the method by which each proposed bandwidth tier would be delivered, and the stated process and lead time to upgrade between tiers during the contract term, including whether an upgrade would require additional customer premises equipment, new construction, or a new contract term.

**Protocol Support.** Evaluates the Respondent's capacity to support IPv6 alongside the required IPv4 service, including the proposed integration method, whether dual-stack operation is supported, and whether the transition can be accomplished without interruption of service.

**Routing and Prefix Handling.** Evaluates the Respondent's proposed BGP configuration for the District connection, including session type, whether the District may advertise its own address space and autonomous system number, prefix-length acceptance and propagation to upstream peers, and any stated limit on prefixes or communities supported.

**DDoS Mitigation.** Where DDoS mitigation is offered as a bundled component of the Internet Access service at no separate charge, evaluates the technical scope of that mitigation, including the attack types and vectors covered, detection and mitigation methods, scrubbing or burst capacity available, notification and reporting provided to the District, and the level of District involvement required to invoke mitigation.

**Backbone and Service Demarcation.** Evaluates the described backbone network serving the District, the equipment proposed at the District's demarcation point, the physical and logical hand-off to the District's network, and which party owns and maintains each component.

## **Section 5 – Cost of E-Rate Eligible Goods and Services**

Evaluates the Respondent's submitted initial 5-year (60-month) pricing based on the average cost of all bandwidth tiers plus any one-time or special construction costs, and any other recurring or non-recurring charges necessary to provide the requested service, as reflected in the Vendor Proposed Pricing Attachment using the formula below.

### **Scoring for this Section**

**Lowest bid response divided by bid being reviewed x points for this section.**

## **Section 6 – Quality of Proposal Submission**

**Organization and Format.** Evaluates whether the proposal is clearly organized and legible, follows the requested response format and section order, and can be evaluated against the stated criteria without the evaluator having to search for responses.

**Completeness of Submission.** Evaluates whether the Respondent submitted all required attachments, certifications, and pricing schedules in the form requested, including the DDoS bundling certification and the Vendor Proposed Pricing Attachment, and whether each requirement in the Internet Access section of this RFP received a response. This sub-element measures whether a response was provided; the technical merit of the response is scored under Section 4.

**Section 7 – Cost of E-Rate Ineligible Goods and Services**

Evaluates the initial 5-year (60-month) pricing for any ineligible components identified in the proposal using the formula below:

**Scoring for this Section**

**Lowest bid response divided by bid being reviewed x points for this section.**

A Respondent proposing no E-Rate ineligible components receives the full points available for this criterion.

**Section 8 — Single Point of Accountability**

Evaluates whether the Respondent has submitted complete, responsive proposals for both Internet Access and the Wide Area Network, and the operational value of consolidating both services under a single provider — specifically, single-party accountability for end-to-end network performance, unified fault isolation between the WAN and the Internet connection, a single escalation and trouble-reporting path, and consolidated service-level reporting across both services.

Available scores for this section:

- 10 points — Complete, responsive proposals submitted for both services, with a described model for single-party accountability, unified fault isolation, a single escalation/trouble-reporting path, and consolidated SLA reporting across both services.
- 5 points — Complete, responsive proposals submitted for both services, without a described unified accountability, escalation, and reporting model.
- 1 point — A proposal submitted for only one of the two services.

**And/Or**

**B. Wide Area Network Submittal Requirements**

| Evaluation Criteria                                                    | Maximum Point Value |
|------------------------------------------------------------------------|---------------------|
| Section 3 - Qualifications of the Respondent                           | 20                  |
| Section 4 - Technical Approach to Services                             | 18                  |
| Section 5 - E-Rate Eligible Goods and Services                         | 30                  |
| Section 6 - Total Long-Term Cost of E-Rate Eligible Goods and Services | 10                  |
| Section 7 - Cost of E-Rate Ineligible Goods and Services               | 2                   |
| Section 8 - Quality of Proposal Submission                             | 10                  |
| Section 9 - Single Point of Accountability                             | 10                  |
| Total                                                                  | 100                 |

**Section 3 – Qualifications of the Respondent**

RFP Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business.

A brief profile of the firm, including:

- A. A brief history of the business
- B. Organizational structure of business
- C. Ownership interests

- D. Active business venues (counties, states, etc.)
- E. Present status and projected direction of business
- F. Designation of the legal entity by which the business operates and documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida
- G. Provide a copy of the appropriate Business Tax Receipt for the jurisdiction in which the permanent business location resides. If the jurisdiction in which the business resides does not issue a Business Tax Receipt, indicate in this tab. **Note: Charitable organizations that qualify under Florida Statute section 205.192 are exempt from this requirement.**
- H. Attach evidence of required insurance coverage or proof of insurability in the amounts indicated in this RFP.

#### **Experience with Comparable WAN Deployments:**

**Comparable WAN Deployments.** Evaluates the Respondent's demonstrated experience delivering Leased Lit Fiber and/or Leased Dark Fiber wide area network solutions to K-12 school districts or similarly sized enterprise customers, including dedicated symmetrical point-to-point circuits at the capacities requested in this RFP. Respondents should identify at least three (3) comparable deployments placed in service within the past three (3) years.

**Special Construction and Fiber Build Experience.** Evaluates the Respondent's experience designing and executing special construction projects, including buried and aerial fiber builds, and its stated practice for cost allocating shared or excess fiber capacity out of charges billed to an E-Rate applicant.

**Network Engineering Staff.** Evaluates the qualifications and experience of the staff responsible for path diversity, resiliency design, and the network documentation required to support Program Integrity Assurance review.

**References.** List at least three (3) references where the proposed services are currently in service. The degree of relevant experience of the proposer with Florida School Boards and/or political subdivisions will be a primary factor.

#### **Section 4 – Technical Approach to Services**

##### **Network Architecture & Path Diversity:**

Evaluates the technical merit of the solution the Respondent proposes.

**Network Architecture and Path Diversity.** Evaluates the proposed WAN topology and construction routes, the physical path diversity between District sites and the District Data Center, and the extent to which the design avoids single points of failure.

**Resiliency and Failover.** Evaluates the Respondent's approach to mitigating fiber cuts, central office outages, and other service interruptions, including stated restoration time commitments and the mechanism by which service is restored.

**Bandwidth and Scalability.** Evaluates the Respondent's ability to meet the baseline symmetrical bandwidth requirements stated in the Service Requests section — 5 Gbps to administration sites and elementary schools, 10 Gbps to middle and high schools, and 25 Gbps at the main district hub and aggregate hub sites — and to scale to the incremental levels requested, including 100

Gbps at hub locations. Evaluates whether the Respondent has committed to firm or not-to-exceed pricing for future bandwidth upgrades and the terms of that commitment; the pricing itself is evaluated under Criteria 3 and 4.

**Equipment and Service Delivery Model.** Evaluates the proposed division of responsibility for the equipment required to deliver service, including which party provides, owns, and maintains each component, and — for Leased Dark Fiber proposals — which party provides the optical and routing equipment required to light the fiber.

**Service Level Commitments.** Evaluates the proposed service level terms for availability, latency, jitter, packet loss, and restoration, measured against the thresholds required by this RFP, and the credit structure offered for failure to meet them.

**Demarcation and Network Diagrams.** Evaluates the proposed demarcation point at each site, the construction routes shown, whether the submitted diagrams identify physically diverse paths, and whether any third-party or shared aggregation infrastructure between the hub site and each endpoint is identified and located.

### **Section 5 - E-Rate Eligible Goods and Services**

Evaluates the Respondent's eligible pricing total project cost across the initial 5-year (60 months) of recurring charges plus all special construction and one-time eligible charges — based on the average cost of all bandwidth tiers as reflected in the Vendor Proposed Pricing Attachment.

#### **Scoring for this Section**

**Lowest bid response divided by bid being reviewed x points for this section.**

### **Section 6 – District Cost Across the Full Contract Term**

Section 5 evaluates the cost of the eligible services over the initial term. This criterion evaluates what the District will pay across the full 15-year term, including both renewal periods.

District cost is the sum of:

- (a) the District's non-discounted share — of all monthly recurring charges for months 1 through 180, including any renewal-period escalation;
- (b) all eligible non-recurring and installation charges other than special construction, required to activate or light the service;
- (c) 100 percent of all charges identified as E-Rate ineligible, including amounts cost allocated to excess or shared fiber; and
- (d) 100 percent of any relocation, restoration, or end-of-term charge.

Special construction is excluded, and only special construction. The District intends to fund it through E-Rate support combined with the FCC's Special Construction State Matching program, which together cover the full charge, and it is evaluated under Section 5.

Respondents shall provide firm or not-to-exceed recurring pricing for all 180 months, including both renewal periods. Where renewal-period pricing is not provided, the District will apply the highest per-month renewal pricing submitted by any Respondent to that Respondent's site list and bandwidth.

#### **Scoring for this Section**

**Lowest bid response divided by bid being reviewed x points for this section.**

### **Section 7 – Cost of E-Rate Ineligible Goods and Services**

Evaluates pricing for any ineligible components identified in the proposal using the formula below.

### **Scoring for this Section**

**Lowest bid response divided by bid being reviewed x points for this section.**

A Respondent proposing no E-Rate ineligible components receives the full points available for this criterion.

### **Section 8 – Quality of Proposal Submission**

**Organization and Format.** Evaluates whether the proposal is clearly organized and legible, follows the requested response format and section order, and can be evaluated against the stated criteria without the evaluator having to search for responses.

**Completeness of Submission.** Evaluates whether the Respondent submitted all required attachments, certifications, and pricing schedules in the form requested — including the excess strand cost-allocation certification, the Program Integrity Assurance cooperation agreement, and the Vendor Proposed Pricing Attachment — and whether each requirement in the Wide Area Network section of this RFP received a response. This sub-element measures whether a response was provided; the technical merit of the response is scored under Section 4.

### **Section 9 — Single Point of Accountability**

Evaluates whether the Respondent has submitted complete, responsive proposals for both Internet Access and the Wide Area Network, and the operational value of consolidating both services under a single provider — specifically, single-party accountability for end-to-end network performance, unified fault isolation between the WAN and the Internet connection, a single escalation and trouble-reporting path, and consolidated service-level reporting across both services.

Available scores for this section:

- **10 points** — Complete, responsive proposals submitted for both services, with a described model for single-party accountability, unified fault isolation, a single escalation/trouble-reporting path, and consolidated SLA reporting across both services.
- **5 points** — Complete, responsive proposals submitted for both services, without a described unified accountability, escalation, and reporting model.
- **1 point** — A proposal submitted for only one of the two services.

### **5.0 ORAL INTERVIEW OR PRESENTATION EVALUATION CRITERIA**

After an evaluation of the proposals, the evaluation committee may conduct interviews or presentations from a short list of vendors. If this is determined, your company will be contacted for the interview or presentation, which may occur on the date listed in Attachment “A”. Again, this is an optional interview or presentation that will be determined by the evaluation committee.

Best and Final Offers will not be requested or accepted as part of the Oral Interview process. The pricing each vendor submitted in the initial scoring round will carry forward and be used for scoring in the Oral Interview round. The award will go to the vendor[s] earning the highest score in the Oral Interviews.

In accordance with **Florida Statute 286.0113**, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

(b)1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

2. Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

(c)1. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

2. The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

**Scoring:** Other than Cost of Eligible Goods and Services, Cost of Ineligible Goods and Services, and **Single Point of Accountability**, an adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of Unsatisfactory is the least favorable and a score of Excellent is the most favorable in all sections.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- |                               |                                                                                                                                                                                                                                                                          |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Excellent (1.0) –</b>      | Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards. |
| <b>Above Average (0.8) –</b>  | Exceeds specification requirements in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards.                                  |
| <b>Good (0.6) –</b>           | Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable.                                                                                                                                                    |
| <b>Satisfactory (0.4) –</b>   | The proposal is slightly below the standard for evaluation but for the most part complies with that standard.                                                                                                                                                            |
| <b>Marginal (0.2) –</b>       | Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses.                                                                                                              |
| <b>Unsatisfactory (0.0) –</b> | Non-Responsive to the criteria requirements                                                                                                                                                                                                                              |

After an Evaluation Committee member has determined the description applicable to the Proposal Evaluation Criteria, the number of points available for each criterion (e.g., 15 points for "Experience of Personnel") shall be multiplied by the factor associated with the applicable description (e.g., the multiplier of 0.8 for the "Above Average" description) to produce the number of points allocated for that evaluation criterion.

For example, an Evaluation Committee member classifies the Experience of Personnel criterion of Proposal #1 as "Above Average." The points that Evaluation Committee member allocated for that evaluation criterion would be 12, calculated as follows: 15 available points x 0.8 applicable description multiplier = 12 points.

An Evaluation Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criterion. When all Evaluation Committee members have completed their Proposal evaluations, the individual Evaluation Committee members' total scores for each Proposal will be averaged together to produce a final score for each Proposal.

**A. Internet presentations shall include at minimum:**

**1. Technical Approach to Services – (Weighted Value 25 points)**

**Network Architecture & Path Diversity:**

Evaluates the technical merit of the solution the Respondent proposes.

**Network Architecture and Path Diversity.** Evaluates the proposed WAN topology and construction routes, the physical path diversity between District sites and the District Data Center, and the extent to which the design avoids single points of failure.

**Resiliency and Failover.** Evaluates the Respondent's approach to mitigating fiber cuts, central office outages, and other service interruptions, including stated restoration time commitments and the mechanism by which service is restored.

**Bandwidth and Scalability.** Evaluates the Respondent's ability to meet the baseline symmetrical bandwidth requirements stated in the Service Requests section — 5 Gbps to administration sites and elementary schools, 10 Gbps to middle and high schools, and 25 Gbps at the main district hub and aggregate hub sites — and to scale to the incremental levels requested, including 100 Gbps at hub locations. Evaluates whether the Respondent has committed to firm or not-to-exceed pricing for future bandwidth upgrades and the terms of that commitment; the pricing itself is evaluated under Criteria 3 and 4.

**Equipment and Service Delivery Model.** Evaluates the proposed division of responsibility for the equipment required to deliver service, including which party provides, owns, and maintains each component, and — for Leased Dark Fiber proposals — which party provides the optical and routing equipment required to light the fiber.

**Service Level Commitments.** Evaluates the proposed service level terms for availability, latency, jitter, packet loss, and restoration, measured against the thresholds required by this RFP, and the credit structure offered for failure to meet them.

**Demarcation and Network Diagrams.** Evaluates the proposed demarcation point at each site, the construction routes shown, whether the submitted diagrams identify physically diverse paths, and whether any third-party or shared aggregation infrastructure between the hub site and each endpoint is identified and located.

## **2. Qualifications of the Respondent – (Weighted Value 20 points)**

Experience with Comparable WAN Deployments:

**Comparable WAN Deployments.** Evaluates the Respondent's demonstrated experience delivering Leased Lit Fiber and/or Leased Dark Fiber wide area network solutions to K-12 school districts or similarly sized enterprise customers, including dedicated symmetrical point-to-point circuits at the capacities requested in this RFP. Respondents should identify at least three (3) comparable deployments placed in service within the past three (3) years.

**Special Construction and Fiber Build Experience.** Evaluates the Respondent's experience designing and executing special construction projects, including buried and aerial fiber builds, and its stated practice for cost allocating shared or excess fiber capacity out of charges billed to an E-Rate applicant.

**Network Engineering Staff.** Evaluates the qualifications and experience of the staff responsible for path diversity, resiliency design, and the network documentation required to support Program Integrity Assurance review.

**References.** List at least three (3) references where the proposed services are currently in service. The degree of relevant experience of the proposer with Florida School Boards and/or political subdivisions will be a primary factor.

## **3. Single Point of Accountability – (Weighted Value 10 points)**

Evaluates the Respondent's ability to provide a single point of accountability for both Internet Access and the Wide Area Network, and the operational value of consolidating both services under a single provider — specifically, single-party accountability for end-to-end network performance, unified fault isolation between the WAN and the Internet connection, a single

escalation and trouble-reporting path, and consolidated service-level reporting across both services.

**4. Cost of E-Rate Eligible Goods and Services – (Maximum 36 points non-weighted)**

Evaluates the Respondent's eligible pricing total project cost across the initial 5-year (60 months) of recurring charges plus all special construction and one-time eligible charges — based on the average cost of all bandwidth tiers as reflected in the Vendor Proposed Pricing Attachment.

**Scoring for this Section**

**Lowest bid response divided by bid being reviewed x points for this section.**

**5. Cost of E-Rate Ineligible Goods and Services – (Maximum 9 points non-weighted)**

Evaluates pricing for any ineligible components identified in the proposal using the formula below.

**Scoring for this Section**

**Lowest bid response divided by bid being reviewed x points for this section.**

A Respondent proposing no E-Rate ineligible components receives the full points available for this criterion.

**B. WAN presentations shall include at minimum:**

**1. Technical Approach to Services – (Weighted Value 20 points)**

**Network Architecture & Path Diversity:**

Evaluates the technical merit of the solution the Respondent proposes.

***Network Architecture and Path Diversity.*** Evaluates the proposed WAN topology and construction routes, the physical path diversity between District sites and the District Data Center, and the extent to which the design avoids single points of failure.

***Resiliency and Failover.*** Evaluates the Respondent's approach to mitigating fiber cuts, central office outages, and other service interruptions, including stated restoration time commitments and the mechanism by which service is restored.

***Bandwidth and Scalability.*** Evaluates the Respondent's ability to meet the baseline symmetrical bandwidth requirements stated in the Service Requests section — 5 Gbps to administration sites and elementary schools, 10 Gbps to middle and high schools, and 25 Gbps at the main district hub and aggregate hub sites — and to scale to the incremental levels requested, including 100 Gbps at hub locations. Evaluates whether the Respondent has committed to firm or not-to-exceed pricing for future bandwidth upgrades and the terms of that commitment; the pricing itself is evaluated under Criteria 3 and 4.

***Equipment and Service Delivery Model.*** Evaluates the proposed division of responsibility for the equipment required to deliver service, including which party provides, owns, and maintains each component, and — for Leased Dark Fiber proposals — which party provides the optical and routing equipment required to light the fiber.

***Service Level Commitments.*** Evaluates the proposed service level terms for availability, latency, jitter, packet loss, and restoration, measured against the thresholds required by this RFP, and the credit structure offered for failure to meet them.

***Demarcation and Network Diagrams.*** Evaluates the proposed demarcation point at each site, the construction routes shown, whether the submitted diagrams identify physically diverse paths, and whether any third-party or shared aggregation infrastructure between the hub site and each endpoint is identified and located.

**2. Qualifications of the Respondent – (Weighted Value 20 points)**

Experience with Comparable WAN Deployments:

**Comparable WAN Deployments.** Evaluates the Respondent's demonstrated experience delivering Leased Lit Fiber and/or Leased Dark Fiber wide area network solutions to K-12 school districts or similarly sized enterprise customers, including dedicated symmetrical point-to-point circuits at the capacities requested in this RFP. Respondents should identify at least three (3) comparable deployments placed in service within the past three (3) years.

**Special Construction and Fiber Build Experience.** Evaluates the Respondent's experience designing and executing special construction projects, including buried and aerial fiber builds, and its stated practice for cost allocating shared or excess fiber capacity out of charges billed to an E-Rate applicant.

**Network Engineering Staff.** Evaluates the qualifications and experience of the staff responsible for path diversity, resiliency design, and the network documentation required to support Program Integrity Assurance review.

**References.** List at least three (3) references where the proposed services are currently in service. The degree of relevant experience of the proposer with Florida School Boards and/or political subdivisions will be a primary factor.

**3. Single Point of Accountability – (Weighted Value 10 points)**

Evaluates the Respondent's ability to provide a single point of accountability for for both Internet Access and the Wide Area Network, and the operational value of consolidating both services under a single provider — specifically, single-party accountability for end-to-end network performance, unified fault isolation between the WAN and the Internet connection, a single escalation and trouble-reporting path, and consolidated service-level reporting across both services.

**4. Cost of E-Rate Eligible Goods and Services – (Maximum 35 points non-weighted)**

Evaluates the Respondent's eligible pricing total project cost across the initial 5-year (60 months) of recurring charges plus all special construction and one-time eligible charges — based on the average cost of all bandwidth tiers as reflected in the Vendor Proposed Pricing Attachment.

**Scoring for this Section**

**Lowest bid response divided by bid being reviewed x points for this section.**

**5. Cost of E-Rate Ineligible Goods and Services – (Maximum 5 points non-weighted)**

Evaluates pricing for any ineligible components identified in the proposal using the following formula:

**Scoring for this Section**

**Lowest bid response divided by bid being reviewed x points for this section.**

A Respondent proposing no E-Rate ineligible components receives the full points available for this criterion.

**6. District Cost Across the Full Contract Term - (Weighted Value 10 points)**

Evaluates the cost of the eligible services over the initial term. This criterion evaluates what the District will pay across the full 15-year term, including both renewal periods.

## **6.0 ATTACHMENTS**

Attachment "A" RFP Tentative Schedule of Events

Attachment "B" RFP General Terms & Conditions

### **REQUIRED:**

**Sections 1 – 8 for Internet Access, Sections 1 – 9 for Wide Area Network, if submitting for both Internet Access and WAN no need to repeat sections 1 & 2.**

### **Attachment "C" Proposal Price Sheets**

**Attachment "D"** Respondent's Acknowledgement and Standard Terms & Conditions that includes:

1. Drug Free Workplace Certification
2. Instructions For Debarment Certification
3. Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
4. Emergency/Storm Related Catastrophe Acknowledgement
5. Notification Regarding Public Entity Crime and Discriminatory Vendor Lists
6. Prohibition Against Contracting with Scrutinized Companies
7. Conflict of Interest
8. Confidential Materials Acknowledgement
9. State of Florida – Use of Coercion Affidavit

**Attachment "H"** Schools and Libraries Division E-Rate Participant Acknowledgement Form

### **FOR INFORMATIONAL PURPOSES Documents include:**

Attachment "E" Draft Agreement (Separate Document)

Attachment "F" Report of Unsatisfactory Materials and/or Service

Attachment "G" Federal Terms and Conditions

Attachment "I" Current Network Design

**ATTACHMENT "A"**  
**RFP TENTATIVE SCHEDULE OF EVENTS**  
**SDOC-27-030-P-DM Internet, Wide Area Network (WAN) and Special Construction Installation Services**

| <b>Date</b>             | <b>Description</b>                                                                                                                                                                                                                                                                                                                     |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| September 15, 2026      | <b>RFP Posted to</b> <a href="https://vendorlink.osceola.org">https://vendorlink.osceola.org</a>                                                                                                                                                                                                                                       |
| September 30, 2026      | <b>Non-Mandatory Pre-Proposal Conference - Virtually</b><br>Microsoft Teams Meeting <a href="#">[link]</a><br><b>Time:</b> 9:00 a.m.                                                                                                                                                                                                   |
| October 8, 2026         | <b>Question Deadline - due before 12:00 PM</b><br>Submit questions online at <a href="https://vendorlink.osceola.org">https://vendorlink.osceola.org</a>                                                                                                                                                                               |
| October 15, 2026        | <b>Addenda released (if necessary)</b>                                                                                                                                                                                                                                                                                                 |
| November 12, 2026       | <b>Proposals Due before 2:00 PM</b><br><b>Deliver to:</b> Electronically through VendorLink at <a href="https://vendorlink.osceola.org">https://vendorlink.osceola.org</a>                                                                                                                                                             |
| Nov 13 thru Dec 7, 2026 | <b>Committee to Evaluate Proposals</b>                                                                                                                                                                                                                                                                                                 |
| December 8, 2026        | <b>Evaluation Committee Short List Meeting</b><br><b>Location:</b> <b>School District of Osceola County</b><br>Procurement Conference Room, Building 2000<br>817 Bill Beck Blvd<br>Kissimmee, Florida 34744-4492<br><b>Time:</b> 8:30 a.m.                                                                                             |
| December 9, 2026        | <b>Short Listed Respondents Notified</b>                                                                                                                                                                                                                                                                                               |
| December 17, 2026       | <b>Short Listed Respondents Oral Presentations/Informal Interviews</b><br>Oral Presentations before the Evaluation Committee<br><b>Location:</b> <b>School District of Osceola County</b><br>Procurement Conference Room<br>817 Bill Beck Boulevard, Bldg. 2000<br>Kissimmee, Florida 34744-4492<br><b>Time:</b> 9:00 a.m. - 2:00 p.m. |
| December 18, 2026       | <b>Award Recommendation Posted (NOI)</b>                                                                                                                                                                                                                                                                                               |
| TBD January, 2027       | <b>School Board Meeting, Board Approval</b>                                                                                                                                                                                                                                                                                            |
| TBD January, 2027       | <b>Contract Development</b>                                                                                                                                                                                                                                                                                                            |
| TBD January, 2027       | <b>Agenda Due Date</b>                                                                                                                                                                                                                                                                                                                 |
| TBD February, 2027      | <b>Board Approval of Contract</b>                                                                                                                                                                                                                                                                                                      |

**ATTACHMENT "B"**  
**RFP GENERAL TERMS AND CONDITIONS**  
**\*\*\*\* PLEASE READ CAREFULLY \*\*\*\***

1. **GENERAL INFORMATION ABOUT THE DISTRICT:** The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by School District Officials in accordance with Chapters 1000-1013, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and its departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1010.01, Florida Statutes as prescribed by the State Board of Education.
2. **DISTRICT DEMOGRAPHICS:** The District is coterminous with Osceola County. The District's annual budget for the 2024-2025 fiscal year totals \$2,101,685,061, including an operating budget of \$793,534,351, and a capital budget of \$980,628,994. The District operates sixty (60) schools, which include twenty-six (26) elementary schools, nine (9) middle schools, ten (10) high schools, five (5) K through 8 schools, and one (1) 6th through 12th grade school. The District is also responsible for two alternative education sites, two adult education facilities, and twenty-six (26) charter schools. The total full-time K-12 enrollment of public-school students as of April 2025 is 73,535.
3. **POSTING OF SOLICITATION CONDITIONS/SPECIFICATIONS:** This solicitation will be posted for review by interested parties VendorLink web site <https://vendorlink.osceola.org> and will remain posted up to and including the Due Date of this solicitation. In accordance with Section 120.57(3), Florida Statutes, with respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Failure to file a specification protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceeding under Chapter 120, Florida Statutes.
4. **CONE OF SILENCE:** In accordance with Board Rule 7.70, titled "PROCUREMENT AND CONTRACTING", A "cone of silence" is hereby established for all competitive selection processes including Invitations to Bid (ITB), Request for Proposal (RFP), Invitations to Negotiate (ITN), and Request for Qualifications (RFQ) for the provision of commodities and contractual services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same. The cone of silence prohibits any communication regarding a competitive solicitation between: a potential vendor, service provider, bidder, lobbyist, or consultant and the staff of the District, including school principals and department directors; and a potential vendor, service provider, bidder, lobbyist, or consultant and any one (1) or more of the Board members or member-elects. The cone of silence commences after the competitive solicitation is publicly issued and terminates at the time the Board or Superintendent or designee acts on a written recommendation from the District's Procurement Services department regarding contract award. A potential vendor, service provider, bidder, lobbyist, or consultant shall direct any inquiries, suggestions or requests to the procurement representative listed within the solicitation. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.
5. **CLARIFICATION AND ADDENDA:**
  - A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made in writing to the designated Procurement representative listed within the solicitation named herein. The School Board will not be responsible for any oral representation(s) given by any employee, representative, or others. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.
  - B. If it becomes necessary to revise or amend any part of this solicitation, notice may be obtained by accessing our web site. Respondents in their proposal shall acknowledge receipts of amendments. Each respondent shall ensure that they have received all addenda and amendments to this solicitation before submitting their proposal. Please check the web site at <https://vendorlink.osceola.org> for any addenda. The District will not manually distribute any addenda.
6. **PUBLIC OPENING:** The solicitation proposals shall be opened at the date, time and place listed herein, or as amended in the form of an addenda. Only the names of the respondents submitting a proposal will be read aloud at the public

opening. A list of the respondents submitting proposals will be posted to <https://vendorlink.osceola.org> within 1-3 business days. In accordance with Section 119.071(1)(b), Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposals, or replies.

7. **EXECUTION OF PROPOSAL:** The proposal shall contain a manual or digital signature in the space(s) provided of a representative authorized to legally bind the respondent to the provisions therein. All spaces requesting information from the respondent shall be completed. Proposals shall be typed or printed in ink. Any correction made by the respondent to any entry must be initialed.
8. **DISCLOSURE OF PROPOSAL CONTENT**
  - A. All material submitted becomes the property of the District and may be returned only at the District's option. The District has the right to use any or all ideas presented in any reply to this solicitation. Selection or rejection of any proposal does not affect this right.
  - B. The District is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Confidential Materials Acknowledgement (included in Attachment D) and each pertinent page must be clearly labeled "confidential" or "trade secret." The District will not disclose such Confidential Materials, subject to the conditions detailed within the Confidential Materials Acknowledgement (included in Attachment D), which is attached to this solicitation. When such segregated and labeled materials are received with an executed Confidential Materials Acknowledgement (included in Attachment D). IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE PROPOSAL, THE RESPONDENT MUST INDICATE ON THE CONFIDENTIAL MATERIALS ACKNOWLEDGEMENT (INCLUDED IN ATTACHMENT D).
9. **INCURRED EXPENSES:** This solicitation does not commit the School Board to award a contract, nor shall the District be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a proposal, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
10. **PRICING:** Unless otherwise specified, prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the District to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
11. **MEETS SPECIFICATIONS:** The respondent represents that their proposal to this solicitation shall meet or exceed the minimum requirements specified.
12. **BRAND NAME OR EQUAL:** If items requested by this solicitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Proposals offering "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the District to meet fully the salient characteristic requirements listed in the specifications. Unless the respondent clearly indicates in its proposal that it is proposing an "equal" product, the proposal shall be considered as offering the same brand name product referenced in the specifications. If the respondent proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of proposals and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the respondent. Procurement is not responsible for locating or securing any information which is not identified in the proposal and reasonably available to Procurement. To ensure that sufficient information is available the respondent shall furnish as part of the proposal all descriptive material necessary for Procurement to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the respondent proposes to furnish and what the District would be binding itself to purchase by making an award.

13. **SAMPLES:** When required, samples of products shall be furnished with proposal to the District at no charge. Samples may be tested and will not be returned to the respondent. The result of all testing shall be made available upon written request.
14. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
15. **LITERATURE:** Upon request, the respondent shall furnish literature reasonably related to the products or services offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
16. **TRAINING:** Unless otherwise specified respondent may be required at the convenience of and at no expense to the District to provide training to District personnel in the operation and maintenance of any item purchased as a result of this solicitation.
17. **SAFETY WARRANTY:** Any successful respondent, including dealers, distributors, and/or manufacturers, shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
18. **WARRANTY:** The respondent agrees that, unless otherwise specified, the product and/or service furnished as a result of this solicitation and award thereof shall be covered by the most favorable commercial warranty the respondent gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the solicitation. Respondent warrants the services furnished under an awarded contract shall be free of defective material and workmanship and shall otherwise perform in accordance with required performance criteria, for a period of one (1) year from the date of acceptance. Equipment provided must include the manufacturer's warranty, the successful respondent shall fully guarantee all items furnished hereunder against defect in material and workmanship for the manufacturer's normal period of time from date of acceptance by the District. Should any defect in material or workmanship appear, excepting ordinary wear and tear, during the warranty period, the successful respondent shall repair or replace same at no cost to the District immediately upon written notice from the District. All warranty paperwork shall be included with Deliverables prior to acceptance by the District.
19. **ACCEPTANCE:** Products purchased as a result of this solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at respondent's expense. Those items and items not delivered by the delivery date specified in an accepted proposal and/or via a purchase order may be purchased on the open market. Any increase in cost may be charged against the respondent.
20. **OTHER AGENCIES**
  - A. All respondents awarded contracts from this solicitation may, upon mutual agreement with the successful respondent(s), permit any school board, community college, state university, municipality, or other governmental entity, to include public charter schools to participate in the contract under the same prices, terms, and conditions.
  - B. Further, it is understood that each entity will issue its own purchase order to the successful respondent(s).
21. **COLLUSION:** The School Board of Osceola County, Florida reserves the right to disqualify proposals upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the process in a manner that conflicts with applicable law, upon the part of the respondent(s), respondent's employees or agents, the District's Professional Consultant(s), or Consultant's agents, or any District employee(s) who may, or may not, be involved in the development of specifications and/or firm schedules. Multiple proposals from an individual, partnership, corporation, association (formal or informal) or respondent under the same or different names shall not be considered. Reasonable grounds for believing that a respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such respondent is believed to have an interest. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the respondents, the District's Professional Consultant(s), or District employees. Respondents involved in developing a specification or respondents with knowledge of specifications prior to an advertisement shall be disqualified from participating in the solicitation process.
22. **MINIMUM SPECIFICATIONS:** The specifications listed in the Scope of Services are the minimum required performance specifications for this solicitation. They are not intended to limit competition nor specify any particular respondent, but to ensure that the District receives quality services.

**23. FORCE MAJEURE:** The District and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this solicitation and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred. Force Majeure will include epidemics and quarantine restrictions as acts of God and governmental law and regulation.

**24. RESPONDENT'S PERSONNEL:** The respondent shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.

The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

Any information concerning the District, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to an agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the District.

**25. KEY PERSONNEL:** Respondent's Key Personnel (if any) shall be identified in the proposal, and may include employees, agents, subcontractors, or other personnel of the respondent. The respondent agrees that in the event it becomes necessary for the respondent to change Key Personnel while performing Services under an awarded contract, substitution of Key Personnel shall take place only upon the District's prior written consent. Failure to notify the District prior to the change of Key Personnel, or a substantial change in Key Personnel as determined by the District, may be sufficient cause for Termination.

**26. TERMS & CONDITIONS:** The terms and conditions contained in this solicitation shall apply to all Purchase Orders issued under this solicitation unless the District specifically details other terms on the Purchase Order. The District and the respondent should take care to ensure that project specific changes to these terms are as explicit as possible. All inconsistencies will be resolved in the best interests of the District.

**27. ADVERTISING:** The successful respondent shall not publicly disseminate any information concerning the resulting contract without prior written approval from the District, including, but not limited to mentioning the contract in a press release or other promotional material, identifying the District, Individual Departments, District Personnel, as a reference, or otherwise linking the District's name and either a description of the contract or the name of the District, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

- 28. SECURITY AND CONFIDENTIALITY:** The successful respondent shall comply fully with all security procedures of the District in performance of the contract. The successful respondent or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the District. The successful respondent shall not be required to keep confidential information or material that is publicly available through no fault of the successful respondent, material that the successful respondent developed independently without relying on the District's confidential information or material that is otherwise obtainable under Florida law as a public record. To ensure confidentiality, the successful respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the contract.
- 29. TOBACCO FREE:** The School District is a Tobacco free District. Tobacco and tobacco products are prohibited on any of the District properties.
- 30. SCHOOL SECURITY:** Respondent acknowledges and understands that the goods or services contemplated under this solicitation that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the schools, protect students and staff, and otherwise comply with applicable law, the respondent (successful respondent) agrees to the following provisions and agrees that the failure of the respondent to comply with any of these provisions may result in the termination of a resulting contract by the District:
- A. Successful respondent will comply with Florida Statutes including but not limited to Florida Statute 1006.07, ensuring that the propping open of doors, gates, access points and the like are strictly prohibited for any period of time whatsoever.
  - B. **Unauthorized Aliens.** The District considers the employment of unauthorized aliens by the successful respondent, or any of successful respondent's sub-contractors, a violation of the Immigration and Naturalization Act. The successful respondent shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is performing services, the successful respondent shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
  - C. **Possession of Firearms.** Possession of firearms is not permitted on District property. No person who has a firearm in his/her vehicle may park his/her vehicle on District property. If any employee/independent contractor of the successful respondent, or any of its sub-contractors, is found to have brought a firearm(s) on to District property, said employee/independent contractor shall be immediately removed and terminated from the project by the successful respondent. If a sub-contractor fails to terminate said employee/independent respondent, the successful respondent shall terminate its agreement with the sub-contractor. If the successful respondent fails to terminate said employee/independent contractor or fails to terminate the agreement with a sub-contractor who fails to terminate said employee/independent contractor, the District may terminate any awarded contract. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.
  - D. **Criminal Acts.** Employment on the project by the successful respondent, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence, or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the successful respondent agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate an awarded contract if the successful respondent does not comply with this provision.
  - E. **Possession/Use/Under the Influence of Mind-Altering Substances.** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the successful respondent's employee/independent contractor or its sub-contractor's employees/independent contractors, will not be tolerated on District property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee/independent contractor shall be removed and terminated from the project by the successful respondent. If a sub-contractor fails to terminate said employee/independent contractor, the agreement with the sub-contractor for the project shall be terminated by the successful respondent. If the successful respondent fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the District may terminate an awarded contract.
  - F. **Compliance with the Jessica Lunsford Act.** Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the Level 2 screening requirements of the Florida Statutes and School Board policies. The required Level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a

material default of an awarded contract. The cost of this Level 2 screening shall be borne by the successful respondent.

- 31. FERPA:** To the extent services provided hereunder pertain to the access to student information, Respondent shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information.

**32. PAYMENT TERMS**

**A. INVOICING**

The successful Bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid School Board purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4492. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices, which do not reference valid School Board purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. It is the sole responsibility of the vendor to reconcile the purchase order and the vendor's invoice and to notify the Procurement representative of any discrepancies prior to billing. The School Board will only pay the dollar amounts authorized on the purchase order. The School District shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Florida Statute 218.70 – 218.80).

- B. The School Board will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- C. The District has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).
- D. By submitting a response to the School Board, the respondent expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the respondent to the School Board for any legal obligation between the respondent and the School Board.

**E. PARTIAL PAYMENT**

Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required.

- 33. CONFLICT OF INTEREST FORM:** All respondents shall complete the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

**34. LICENSES AND CERTIFICATES**

- A. The District reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and the laws the State of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;
- B. Each respondent and personnel who will be performing services on behalf of the respondent for the District are to be properly licensed to do business in its area of expertise in the State of Florida. Each respondent shall submit, with its proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of an awarded contract.

- 35. TAXES:** The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012500806C-9. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill Contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

- 36. AMERICANS WITH DISABILITIES ACT OF 1990:** Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School Board of Osceola County, shall contact the School Board's Procurement Department at (407) 870-4630, at least five (5) days prior to the scheduled opening or meeting.

- 37. PATENTS, COPYRIGHT, AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the District. If the respondent uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
- 38. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Section 287.135, Florida Statutes, "A company that, at the time of submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473, Florida Statutes, defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a proposal to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Any respondent awarded a contract as a result of this solicitation shall be required to recertify at each renewal of the contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The District may terminate any contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the District reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, propose on, submit a proposal for, or enter into or renew a contract, should the District determine that the conditions set forth in Section 287.135(4), Florida Statutes, are met.
- 39. POLITICAL & IDEOLOGICAL INTERESTS:** Respondents are hereby notified that, pursuant to Section 1010.04(5), Florida Statutes, the School Board of Osceola County will not request or consider documentation of a respondent's social, political, or ideological interests in determining whether the vendor is a responsible vendor.
- 40. FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS:** Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered respondents must have an active status in order to be eligible to do business with the District. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: [www.Sunbiz.org](http://www.Sunbiz.org).
- 41. PUBLIC RECORD:** Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:
- A. Contractor and its subcontractors shall keep and maintain public records required by the School Board to perform the service.
  - B. Contractor and its subcontractors shall 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 that provided in chapter 119, Florida Statutes or as otherwise provided by law;
  - C. Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the 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; and
  - D. Contractor and its subcontractors upon completion of the contract shall transfer to the School Board, at no cost, all public records in possession of the Contractor and its subcontractors or keep and maintain the public records required by the School Board to perform the service. If the Contractor and its subcontractors transfer all public records to the School Board upon completion of the contract, the Contractor and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure

requirements. If the Contractor and its subcontractors keep and maintain public records, upon completion of the contract, the Contractor and its subcontractors shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

The parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the School Board must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 817 BILL BECK BOULEVARD, KISSIMMEE, FL 34744, PHONE: (407) 870-4600, EMAIL: [DANA.SCHAFER@OSCEOLA.K12.FL.US](mailto:DANA.SCHAFER@OSCEOLA.K12.FL.US).**

- 42. GOVERNING LAWS AND VENUE:** All legal proceedings brought in connection with this Request For Proposal shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Osceola County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the Contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.
- 43. COMPLIANCE WITH LAWS AND REGULATIONS:** Respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify the School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to an awarded contract from the Federal Government, State of Florida, Osceola County, or municipalities when legally required and maintain same in full force and effect during the term of the contract.
- 44. INDEMNIFICATION OF SCHOOL BOARD:** The respondent shall indemnify, hold harmless and defend the School Board, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from the respondent's performance or nonperformance of services pursuant to this Contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of School Board, its officers, agents, or employees. The indemnification shall obligate the respondent to defend, at its own expense or to provide for such defense, at School Board's option, any and all claims and suits brought against School Board that may result from the respondent's performance or nonperformance of services pursuant to the Contract.
- 45. WAIVER OF TRIAL BY JURY:** Respondent and the District hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to an awarded contract for any litigation related to or arising from this solicitation and resulting contract.
- 46. PREVAILING GUIDELINES:** For purposes of this solicitation and evaluation of proposals hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- 47. CLARIFICATION/CORRECTION OF ENTRY:** The District reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
- 48. MINOR IRREGULARITIES:** The District reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the District. Minor irregularities are defined as those that have no adverse effect on the District's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.
- 49. ADDITIONAL TERMS & CONDITIONS:** The District reserves the right to reject proposals containing terms or conditions contradictory to those requested in the solicitation specifications.
- 50. DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
- 51. DEVIATIONS:** All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the specifications. Such deviations must be stated upon the Proposal Form, otherwise the District will consider the subject proposals as being made in strict compliance with said specifications to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that the District will only consider proposals that meet the exact requirements imposed by the specifications; except, however, said proposals may not be subject to such rejection where, at the sole discretion of the District, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the solicitation process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.
- 52. PROPOSAL ACCEPTANCE/REJECTION:** The District reserves the right to accept or reject any or all proposals received as a result of this solicitation, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the District.
- 53. AWARD:** The District reserves the right to award the contract to the respondent(s) that the District deems to offer the best overall proposal(s). The District is therefore not bound to accept a proposal on the basis of lowest price. In addition, the District, at its sole discretion, reserves the right to cancel this solicitation, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the District to do so. The School Board also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the District's best interest. The District reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the District reserves the right to negotiate and recommend award to the next highest respondent or subsequent respondents until an agreement is reached.
- 54. PROTESTS:** Solicitation or contract award protests shall be resolved under procedures set forth in Board Rule 7.70, Section Titled **"Protests Arising from Solicitation or Contract Award Process"** and in conformity with the requirements of F.S. 120.57(3) and the Uniform Rules at F.A.C. Chapters 28-106 and -110.
- 55. CONTRACT:**
- A. The Awarded Bidder and the School Board shall enter into a Contract which sets forth the responsibilities of the parties. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the School Board may be incorporated into the contract and become legally binding. A separate contract document, other than the purchase order, will be issued; see attached preliminary draft (Attachment "E"). The attached draft contract is the School Board's standard contract and may be revised subject to negotiation between the School Board and the respondent. Content of the final Contract may contain changes from the School Board's perspective as a result of the RFP process and submittal(s) received. The final negotiated Contract shall include the scope of services as outlined in the RFP along with the successful respondent's submittal. School Board Contracts are subject to review by the School Board Attorney or designee for determination of legal form and substantive sufficiency.
  - B. The Director of Procurement Services, Superintendent and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee is authorized to make changes to any Contract.
  - C. The School Board shall be responsible for only those orders placed by the School Board on an authorized signed Purchase Order or Price Agreement. The School Board shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Procurement Department at 407.870.4630.

- 56. WARRANTY OF AUTHORITY / SERVICE AGREEMENT:** Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.
- 57. CONTENT OF INVITATION/RESPONSE:** The contents of this solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded proposal thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL TERMS AND CONDITIONS."
- 58. UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code (Chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the successful respondent and the School Board of Osceola County for any terms and conditions not specifically stated in this solicitation.
- 59. CONTRACT/RESPONDENT RELATIONSHIP**
- A. The District reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the District.
  - B. Any successful respondent shall provide the services required herein strictly under a contractual relationship with the District and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent contractor, the successful respondent shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-contractor's wages or salaries. Benefits for same shall be the responsibility of the respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation. The respondent shall hire, compensate, supervise, and terminate members of its work force and shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
  - C. The respondent shall not be provided special space, facilities, or equipment by the District to perform any of the duties required by the contract nor shall the District pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.
  - D. Prior to commencing work the successful respondent will be required to sign a written Contract incorporating the specifications and terms of the Request for Proposal and the response thereto.
  - E. The respondent shall not be exclusively bound to the District and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the District.
- 60. VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the respondent being removed from the District's contractor list and the respondent being disqualified from doing business with the District for a period of time to be determined on a case-by-case basis.
- 61. RIGHT TO REQUIRE PERFORMANCE**
- A. The failure of the District at any time to require performance by the respondent of any provision hereof shall in no way affect the right of the District thereafter to enforce same, nor shall waiver by the District of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
  - B. In the event of failure of the respondent to deliver services in accordance with the contract terms and conditions, the District, after due written notice, may procure the services from other sources and hold the respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the District may have.
- 62. SUSPENSION OF WORK:** The District's Authorized Representative may in its sole discretion suspend any or all activities under the contract, at any time, when in the best interest of the District to do so. The District's Authorized Representative shall provide the successful respondent written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the successful respondent shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the successful

respondent, the District's Authorized Representative shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract. Suspension of work shall not entitle the respondent to any additional compensation.

**63. MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW:** The District shall have the power to make changes in the awarded contract as the result of changes in law and/or rules of the District to impose new rules and regulations on the respondent under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The District shall give the respondent notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations, and obligations, financial or otherwise, of the respondent. In the event any future change in Federal, State or County law or rules of the School Board materially alters the obligations of the respondent, or the benefits to the District, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the respondent, then the respondent or the District shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The District and respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the District and the respondent shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the respondent directly and demonstrably due to any modification in the contract under this clause.

**64. CHANGES IN SCOPE OF WORK/SERVICE**

- A. The District may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the District's Representative (the District's Director of Procurement Services) and the respondent.
- B. If the respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the District's Representative in writing of this belief. If the District's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The District reserves the right to negotiate with the successful respondent(s) without completing the competitive solicitation process for materials, products, and/or services similar in nature to those specified within this solicitation for which requirements were not known when the solicitation was released.

**65. SCHOOL BOARD RULES, POLICIES AND PROCEDURES:** The rules, policies, and procedures of the Superintendent and the School Board are binding on the parties. Specifically, the respondent is bound to understand the limitations on the staff of the District with whom the respondent or its consultants, subcontractors and agents/employees may deal. Personnel of the District are unauthorized to change the scope of work or to authorize any modification to the contract unless there is a specific policy, procedure or rule of the Superintendent or School Board that expressly confer such authority. All procedures, rules and policies concerning change orders are binding upon the respondent and the respondent is presumed to have read and understood all applicable policies, procedures and rules of the Superintendent and School Board.

**66. UNUSUAL COSTS:** The respondent may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The respondent's request shall contain substantial proof and justification to support the need for the rate adjustment. The District may request from the respondent, and the respondent shall provide, such further information as may be reasonably necessary in making its determination. The District shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change, and prices go down.

**67. ASSIGNMENT:** The respondent shall not sell, assign, or transfer any of its rights, duties, or obligations under the awarded contract, or under any purchase order issued pursuant to the contract, without the prior written consent of the District. In the event of any assignment, the respondent remains secondarily liable for the performance of the contract,

unless the District expressly waives such secondary liability. The District may assign the contract with prior written notice to respondent of its intent to do so. For the purpose of the awarded contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by respondent or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in respondent, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in respondent. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in respondent; (3) sale of common stock of respondent pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in respondent; (4) transfer of any interest in respondent in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in respondent in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

- 68. AVAILABILITY OF FUNDS/FUNDING OUT/TERMINATION/CANCELLATION:** The obligations of the School Board under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding. Likewise, each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- 69. AVAILABILITY OF FUNDS:** The obligations of the District under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.
- 70. RESPONDENT PERFORMANCE:** The District's project personnel shall monitor the respondent's performance. A 'Report of Unsatisfactory Product or Service' form (attached) shall be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the respondent's history. The report and process will assist Procurement to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of the respondent from submitting future proposals.
- 71. TERMINATION / CANCELLATION OF CONTRACT:** The District reserves the right to cancel the contract without cause with a minimum thirty (30) days' written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract. The respondent may cancel the resulting contract with one hundred twenty (120) days' written notice to the Director of Procurement Services. Failure to provide proper notice to the District may result in the respondent being barred from future business with the District.
- 72. TERMINATION FOR SCHOOL BOARD'S CONVENIENCE:** The performance of work under the awarded contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the District. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the District shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with the contract, until the termination date and shall have no further obligation to perform services after the termination date.
- 73. TERMINATION FOR DEFAULT:** The District's Contract Administrator shall notify, in writing, the respondent of deficiencies or default in the performance of its duties under the awarded contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the District's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to acts of God.
- 74. SUSPENSION OF VENDORS:** When a vendor has been found to be non-compliant with a contract, the Director of Procurement Services or designee shall issue a letter to the vendor that identifies the issues and gives reasonable notice to correct. If the identified issue warrants immediate suspension or if the vendor continues to fail to perform in

accordance with the contract terms, the Director of Procurement Services may suspend the vendor for a period of up to 180 days where the vendor may not participate in any new business with the School District. The vendor may appeal the suspension to the Superintendent or designee within ten (10) business days of the receipt of the notice of suspension. Upon continued non-compliance with a contract or multiple contracts, the Director of Procurement Services may recommend to the School Board to find the vendor in default. Whenever the School Board finds a vendor to be in default of a contract which the vendor has been previously awarded, then the vendor will be removed, for a period of up to two years, from all bid lists and will not be considered for any new awards during this period. At the end of this period, the vendor may re-apply for inclusion on bid lists and may be considered for any new awards. Nothing herein shall preclude School Board from exercising any of its contractual and/or other legal rights and remedies.

- 75. AUTHORITY TO DEBAR OR SUSPEND:** In accordance with Board Rule 7.70, titled "PROCUREMENT AND CONTRACTING", the Director of Procurement Services shall have the authority to debar a person/corporation, for cause, from consideration or award of further agreements. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period. The term "debar" or "debarment" means to remove a vendor from consideration of award in a competitive solicitation for District work and may include termination of existing contracts for cause.
- 76. CLAIM NOTICE:** The respondent shall immediately report in writing to the District's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the District in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at the District project site.
- 77. WAIVER OF CLAIMS:** Once this contract expires, terminated or final payment has been requested and made, the successful respondent shall have no more than thirty (30) calendar days to present or file any claims against the District concerning this contract. After that period, the District will consider the respondent to have waived any right to claims against the District concerning an awarded contract.
- 78. RECORDS & RIGHT TO AUDIT:** The respondent shall maintain such financial records and other records as may be prescribed by the District or by applicable federal and state laws, rules, and regulations. The respondent shall retain these records for a period of five (5) years after final payment, or until they are audited by the District, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the District, its designees, or other entities authorized by law.
- 79. ILLEGAL ALIEN LABOR. STATE OF FLORIDA, EXECUTIVE ORDER 11-116:** Every Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employee's hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision. Subcontractors shall provide Contractor with an affidavit stating the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. See Section 448.095, Florida Statutes, for all requirements.
- 80. STATE TERM CONTRACTS:** In accordance with Section 1010.04, F.S., purchasing agreements, and state term contracts available under Section 287.056, F.S. has been reviewed to determine if they suit the needs of the district and/or provide an economic advantage.
- 81. VENDORS STATUTORY COMPLIANCE:** Governmental entities of the State of Florida are prohibited from entering, amending, extending, and renewing certain contracts and agreements with entities of foreign countries of concern, pursuant to Section 287.138, Florida Statutes, and with business entities that engage in forced labor and human trafficking practices, pursuant to Section 786.06, Florida Statutes. Pursuant to the Vendor's executed Affidavit attached hereto, the Contractor attests that it is not affiliated with, and it is not, an entity of foreign countries of concern, pursuant to Section 287.138, Florida Statutes, and that the Contractor does not engage in forced labor and human trafficking practices as defined in Section 786.06, Florida Statutes.
- 82. FEDERAL GRANTS TERMS AND CONDITIONS:** For any solicitation or agreement that involves, receives, or utilizes Federal Grants funding, the Federal Terms and Conditions (Attachment G) shall be considered a part of the solicitation and resulting award, or agreement and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the agreement.

|                                            |
|--------------------------------------------|
| <b>End of General Terms and Conditions</b> |
|--------------------------------------------|



## THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

Procurement Services Department  
817 Bill Beck Boulevard, Building 2000  
Kissimmee, FL 34744

### REQUEST FOR PROPOSAL RESPONDENT'S ACKNOWLEDGEMENT

The School District of Osceola County, Florida (School Board), solicits your company to submit a Proposal. All terms, specifications, and conditions set forth in this RFP are incorporated by this reference into your response. A Proposal will not be considered responsive unless all conditions have been met. In the event of a conflict between the documents related to this RFP, the following order of precedence shall apply: Scope of Work, Special Terms & Conditions, Standard Terms & Conditions, and General Terms & Conditions. All Proposals must have an authorized signature in the space provided below. All Proposals must be received in the VendorLink online system on behalf of the School Board by the "Proposal Due Date & Time." Proposals may not be withdrawn for a period of sixty (60) days after the "Proposal Due Date & Time" unless otherwise specified.

**THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL.  
PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE  
RESPONDENT.**

**RFP NUMBER & TITLE:** \_\_\_\_\_

**LEGAL COMPANY NAME:** \_\_\_\_\_  
(AS REGISTERED IN WWW.SUNBIZ.ORG OR AS REGISTERED IN YOUR STATE)

**MAILING ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):** \_\_\_\_\_

**FLORIDA DIVISION OF CORPORATIONS DOCUMENT NUMBER:** \_\_\_\_\_

By signing below, I declare that this RFP has been carefully examined. I certify this proposal is made without prior understanding, agreement, or connection with any other respondent submitting a proposal for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I agree to abide to all conditions of this RFP and certify that I am authorized to sign this proposal for the respondent. In addition, the proposals to this RFP will be incorporated by reference into the contract with the School Board. In the event the respondent deviates from the requested specifications, the respondent is requested to clearly identify such deviations and omissions in the proposal, or the school board will assume that the proposal and respondent comply fully with the RFP requirements.

BY SIGNING BELOW, I CERTIFY THAT RESPONDENT IS AN EQUAL OPPORTUNITY EMPLOYER AND SHALL PROVIDE, UPON REQUEST, EVIDENCE OF SUCH COMMITMENT T THE SCHOOL BOARD. I ACKNOWLEDGE THAT THE SCHOOL BOARD IS COMMITTED TO MEETING ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS PROVIDING FOR EQUAL EMPLOYMENT OPPORTUNITY AND WILL REFUSE TO CONTRACT WITH ANY RESPONDENT OR SUB- CONTRACTOR THAT HAS NOT EVIDENCED ITS OWN COMMITMENT AS AN EQUAL OPPORTUNITY EMPLOYER.

BY SIGNING BELOW, I CERTIFY THAT I AGREE AND COMPLY FULLY WITH THE GENERAL TERMS & CONDITIONS, SPECIAL TERMS & CONDITIONS, AND THE FOLLOWING STANDARD TERMS & CONDITIONS:

1. DRUG FREE WORKPLACE CERTIFICATION
2. INSTRUCTIONS FOR DEBARMENT CERTIFICATION
3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION –

LOWER TIER COVERED TRANSACTIONS

4. EMERGENCY / STORM RELATED CATASTROPHE ACKNOWLEDGEMENT
5. NOTIFICATION REGARDING PUBLIC ENTITY CRIME AND DISCRIMINATORY VENDOR LISTS
6. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES
7. CONFLICT OF INTEREST
8. CONFIDENTIAL MATERIALS ACKNOWLEDGEMENT
9. STATUTORY COMPLIANCE AFFIDAVIT

I RECOGNIZE THAT THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY PROPOSAL AS THEY MAY DEEM TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Payment Information**

Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? YES ☐ NO ☐

If yes, does your firm offer a discount? \_\_\_\_\_ %

Do you accept Purchase/Payment by Visa card? YES ☐ NO ☐

**PRIMARY CONTACT NAME:** \_\_\_\_\_

**PRIMARY CONTACT TELEPHONE NUMBER:** \_\_\_\_\_

**PRIMARY CONTACT E-MAIL:** \_\_\_\_\_

**SECONDARY CONTACT NAME:** \_\_\_\_\_

**SECONDARY CONTACT TELEPHONE NUMBER:** \_\_\_\_\_

**SECONDARY CONTACT E-MAIL:** \_\_\_\_\_

## **STANDARD TERMS AND CONDITIONS**

**\*\*\* PLEASE READ CAREFULLY \*\*\***

### **1. DRUG FREE WORKPLACE CERTIFICATION**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that 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, proposal, or reply 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 proposals will be followed if none of the tied Bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- A. 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.
- B. 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 penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo- contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

### **2. INSTRUCTIONS FOR DEBARMENT CERTIFICATION**

- A. By signing the Respondent's Acknowledgement Form, you are agreeing to the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
- B. 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 of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. 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.

- D. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “Bid”, “voluntarily exclude”, 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 these regulations.
- E. 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.
- F. 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.
- G. A participant in a covered transaction may rely upon a certification of a perspective 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.
- H. 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.
- I. 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 may pursue available remedies, including suspension and/or debarment.

**3. 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).**

- A. 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.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Solicitation.

**4. EMERGENCY / STORM RELATED CATASTROPHE ACKNOWLEDGEMENT**

Due to Acts of God, Acts of Terrorism or War, any Respondent working with the School Board shall acknowledge and agree to the following terms and conditions. This will allow the School Board to obtain Federal funding if available.

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

**5. NOTIFICATION REGARDING PUBLIC ENTITY CRIME AND DISCRIMINATORY VENDOR LISTS**

- A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a)A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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, proposals, or replies 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 s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b)A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a)An entity or affiliate who has been placed on the discriminatory vendor list 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, proposals, or replies 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.

287.134(2)(b)A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor

list so long as that entity's name appears on the discriminatory vendor list.

- B. By submitting a Proposal, the Respondent represents and warrants that the submission of its Proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.
- C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors, and Respondent's implementer, if any, is not under investigation for violation of such statutes.
- D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes.

**6. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

I hereby swear or affirm that as of the date above this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

- A. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. This Company does not appear on the Scrutinize Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - 1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - 2. Have a material business relationship involving the supply of military equipment, or
  - 3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - 4. Have been complicit in the genocidal campaign in Darfur.
- C. This Company does not appear on the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - 1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - 2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- D. This Company is not engaged in business operations in Cuba or Syria.
- E. The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

7. **CONFLICT OF INTEREST**

I HEREBY CERTIFY that

- A. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- B. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board, nor has any outstanding past due debt to the School Board; and
- C. The School Board reserves the right to disqualify Respondents upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the solicitation process as required by law, upon the part of the Respondent(s), the School Board's Professional Consultant(s) or any School Board employee(s) who may, or may not, be involved in developing solicitation specifications and/or firm solicitation schedules. Multiple Proposals from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Respondent has interest in multiple Proposals for the same work shall be cause for rejection of all Proposals in which such Respondent is believed to have an interest in. Any and/or all Proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Respondents, the School Board's Professional Consultant(s) or School Board employees. Respondents involved in developing specification or Respondent with knowledge of the solicitation's specifications prior to the advertisement shall be disqualified from participating in the solicitation process.

EXCEPTIONS (List):

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8. **CONFIDENTIAL MATERIALS ACKNOWLEDGEMENT**

**DIRECTIONS:** THIS ACKNOWLEDGEMENT IS REQUIRED TO BE SUBMITTED AS PART OF THE RESPONDENT'S SOLICITATION PROPOSAL TO COVER CONFIDENTIAL MATERIALS WHICH MAY BE PROVIDED.

This Acknowledgement is valid as of the date of the submittal of a response to the solicitation. Please check one of the following options:

- ☒ There **ARE NOT** Confidential Materials included as part of the Respondent's submittal to this solicitation.
- ☐ There **ARE** Confidential Materials included as part of the Respondent's submittal to this solicitation which are detailed on Exhibit A. The following Acknowledgement terms and conditions apply:

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School Board for the purpose of responding to a solicitation or otherwise conducting business with the School Board; and

WHEREAS, the School Board desires to review such materials in order to evaluate the School Board's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Respondent acknowledges as follows:

- A. Confidential Materials. The Respondent warrants and represents to the School Board that the materials described below ("Description of Confidential Materials Submitted") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Acknowledgement, the School Board agrees not to disclose such Confidential Materials to third parties.
- B. Additional Materials. During the course of the negotiations or the business relationship with the School Board, the Respondent may disclose additional confidential or trade secret information to the School Board in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Acknowledgement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the School Board and shall be subject to this Acknowledgement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board acknowledging receipt of such materials.
- C. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
  - 1. Information already known or independently developed by the School Board;
  - 2. Information in the public domain through no wrongful act of the School Board;
  - 3. Information received by the School Board from a third party who was legally free to disclose it;
  - 4. Information disclosed by the Respondent to a third party without restriction on disclosure;
  - 5. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119, Florida Statutes; or
  - 6. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.
- D. Non-Disclosure by Respondent. In the event that the School Board discloses confidential or trade secret information to the Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School Board's prior written consent. Further, upon conclusion of discussions or business transactions between the School Board and the Respondent, or at any

time upon request of the School Board, Respondent agrees to return such information (including any copies) to the School Board.

- E. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
- F. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119, Florida Statutes, and that the School Board's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.
- G. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School Board to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School Board in defending the denial of the records request, and shall hold the School Board harmless from any claim for statutory costs and attorney's fees arising from the School Board's refusal to disclose such materials.
- H. No Additional Obligations. This Acknowledgement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
- I. Sovereign Immunity. Nothing in this Acknowledgement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School Board be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Acknowledgement shall inure to the benefit of any third party for the purpose of allowing any claim against the School Board, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- J. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School Board designates the following address for such notice:

The School Board of Osceola County, Florida  
Director of Procurement Services

K. Governing Law. This Acknowledgement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Acknowledgement shall be exclusively in Osceola County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

L. Respondent and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Acknowledgement for any litigation limited solely to the parties of this Acknowledgement.

## This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

**9. STATUTORY COMPLIANCE AFFIDAVIT**

Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

I hereby acknowledge on behalf of the business entity identified above that I am aware that governmental entities of the State of Florida are prohibited from entering, amending, extending, and renewing certain contracts and agreements with entities of foreign countries of concern, pursuant to Section 287.138, Florida Statutes, and with business entities that engage in forced labor and human trafficking practices, pursuant to Section 786.06, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- This company is not owned by a foreign country of concern, as defined by Section 287.138(1)(a), Florida Statutes.
- No foreign country of concern has a controlling interest in this company, as defined by Section 287.138(2)(b), Florida Statutes.
- This company is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by Section 287.138(2)(c), Florida Statutes.
- This company does not engage in human trafficking, as defined by Section 787.06, Florida Statutes.

I am aware that, in addition to criminal penalties for perjury for providing false information in this Affidavit, the business' failure to comply with the requirements of Sections 287.138 and Chapter 787, Florida Statutes, may result in civil and criminal penalties, prohibitions against doing business with any governmental entity of the State of Florida the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida. By signing this Affidavit, I agree that I will notify SDOC's Director of Procurement Services within ten (10) calendar days of any change in my business entity status that would make any statement made in this Affidavit untrue and within thirty (30) calendar days of gaining direct knowledge that any subcontractor or vendor is in violation of any of the requirements of Section 787, Florida Statutes. I further acknowledge that the failure to make the appropriate notification will result in the immediate termination of any contract with my business.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

By: \_\_\_\_\_  
Authorized Signature

Print Name and Title: \_\_\_\_\_

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



Contract # \_\_\_\_\_  
Approval Date: \_\_\_\_\_

### Services Agreement

The School Board of Osceola County, Florida, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4492, (hereinafter "**School Board**") does hereby retain the services of [Contractor Name as it is registered with Sunbiz], with an address of [Principal Address as it is registered with Sunbiz] (hereinafter "**Contractor**") to furnish services in accordance with the following terms and conditions:

1. **Description of Services.** **Contractor** shall perform the following services:

The Contractor shall provide Internet, Wide Area Network (WAN) and Special Construction Installation Services to meet the current and future needs of the School District of Osceola County in accord with the provisions of the School Board's Request for Proposal #SDOC-27-030-P-DM that was Board Approved on \_\_\_\_\_. See the attached Exhibits.

- Exhibit "A" - Scope of Service from RFP
- Exhibit "B" - Respondent's Price Sheet
- Exhibit "C" - Respondent's Proposal and Amendments

The **Contractor** will independently perform all services specified above, except as provided otherwise herein. In the event **Contractor** requires the services of other **Contractors**, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional **Contractors** will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the **School Board**.

2. **Location of Services.** Performance of services cited above will be conducted at:

All School District of Osceola County locations within Osceola County, FL.

3. **Term of Agreement.**

The term of this agreement shall be from July 1, 2027 through \_\_\_\_\_ unless terminated as provided herein, or extended by supplement to this agreement. The RFP is for an initial term of five (5) years, with two (2) subsequent five (5) year renewals for a maximum of 15 years. All renewals will be contingent upon mutual written agreement and, when applicable, approval of the School Board.

4. **Termination.** The **School Board**, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the **Contractor** shall be paid for services performed and completed under this agreement up to the date of termination only. Any advance monies paid by the **School Board** shall be prorated to the date of termination and refunded to the **School Board**.

5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the **Contractor** shall receive payment as listed below:

A total fee not to exceed \$\_\_\_\_\_, as compensation for all work and services performed for the **School Board**, pursuant to Exhibit "B" attached hereto and incorporated herein.

School Board's payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of Contractor's invoice and completion of services. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.

Expenses are not authorized.

6. **Independent Contractor.** The **Contractor** certifies that it is an independent **Contractor** and shall not employ, contract with, or otherwise use the services of any officer or employee of the **School Board**. The **Contractor** certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the **School Board**.

7. **Insurance.** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the School Board a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the School Board's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the School Board, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the School Board's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The District, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the District, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the District must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the District's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the District, its officials, employees, and volunteers for all losses or damages. The District requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the School Board.

Insurance Certificate Requirements

- a. The Contractor shall provide the District with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the District a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the District with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The District reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The District shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The District shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

The School District of Osceola County

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the School Board as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the School Board, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the School Board, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the School Board, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the School Board confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The School Board reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the School Board's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and

subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

8. **Governing Law and Venue.** This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. Any legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division.

9. **No Attorney's Fee Provision or Arbitration.** The School Board does not agree to arbitrate in any manner whatsoever any issue arising out of the Agreement. The School Board does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of the Agreement. Prior to initiating any litigation related to this Agreement, the parties agree to submit the dispute to nonbinding mediation by a mediator who is certified in Florida in an effort to resolve the dispute in an expedient manner. Each party shall bear their own attorney's fees and costs incurred by such mediation.

10. **Waiver of Jury Trial.** The parties expressly waive the right to a jury trial for any claims or disputes arising out of, and in connection with, this Agreement and the performance of services in accordance with this Agreement.

11. **Background Check.** Pursuant to Section 1012.465, and except as provided in Sections 1012.467 and 1012.468, *Florida Statutes*, if services provided under this agreement require **Contractor** and/or Contractor's personnel or subcontractors to be on campus while students are present, or to have direct contact with students, said Contractor, personnel or subcontractors shall submit to a background check and must meet level 2 screening requirements as described in Section 1012.32, *Florida Statutes*. **Contractor** shall bear the cost of acquiring the background screening as well as any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided by the **Contractor** and its personnel or subcontractors. **Contractor** agrees to notify the **School Board** immediately upon becoming aware that one of its employees or subcontractors, who was previously certified as completing the background check and meeting the statutory requirements, is subsequently arrested or convicted of any disqualifying offense. The parties agree that the failure of **Contractor** to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the **School Board** to terminate immediately with no further responsibilities or duties to perform under this agreement. **Contractor** agrees to indemnify and hold harmless the **School Board**, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from **Contractor's** failure to comply with the requirements of this section.

12. **Assignability.** This contract is for the personal services of the **Contractor** and may not be assigned by the **Contractor** in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in **Contractor**, without the prior written consent of the **School Board** which consent the **School Board** may withhold in its sole discretion.

13. **Conduct While on School Property.** The **Contractor** acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

14. **No Taxes.** The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

15. **Public Records Act/Chapter 119 Requirements.** Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

(a) Contractor and its subcontractors shall keep and maintain public records required by the School Board to perform the service.

(b) Contractor and its subcontractors shall 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 that provided in chapter 119, Florida Statutes or as otherwise provided by law;

(c) Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the 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; and

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

The parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the School Board must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 817 BILL BECK BOULEVARD, KISSIMMEE, FL 34744, PHONE: (407) 870-4600, EMAIL: [DANA.SCHAFER@OSCEOLASCHOOLS.NET](mailto:DANA.SCHAFER@OSCEOLASCHOOLS.NET).**

16. **Indemnity and Hold Harmless.** Contractor will indemnify and hold harmless the School Board, its officers, agents and employees from and against any and all claims, demands, suits, judgments, damages to person or property, injuries, losses, expenses or liabilities of any nature whatsoever (including attorneys' fees and costs at the trial, appellate and administrative levels), arising directly or indirectly from or out of any negligent act or omission of Contractor, its officers, agents, employees and representatives; any failure of Contractor to perform its services under this agreement in accordance with generally-accepted professional standards; any breach by Contractor of its obligations and duties to perform under this agreement; any breach by Contractor of its representations made in this agreement; and the failure of any good, product, or service furnished by Contractor under this agreement. This indemnity shall not be deemed to include matter which may be caused by or result solely from a negligent act or omission of the School Board. Nothing in this agreement shall be interpreted or construed as an agreement on the part of the School Board to indemnify or hold harmless any party, including, but not limited to Contractor.

17. **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. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in section 768.28, Florida Statutes.

18. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

19. **Patents, Copyrights and Royalties.** All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by the School Board of Osceola County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as part of this agreement. **Contractor** shall defend, indemnify and hold the School Board, its officers, agents, employees, successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by **Contractor** of any third-party patent, copyright or trademark or (ii) misappropriation by **Contractor** of any third-party trade secret in connection with the foregoing. **Contractor** will indemnify and hold harmless the **School Board** from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the **School Board**. If **Contractor** 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 or costs arising from the use of such design, device or materials in any way involved in the work.

The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which grantee, subgrantee or **Contractor** purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District of Osceola County for purposes related to School Board business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the School Board provided that such material was copyrighted by Contractor before performance under this agreement and was not developed specifically for School Board under this Services Agreement.

20. **Access to and Retention of Documentation.** The **School Board**, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The **Contractor**, as required by this Agreement and any state or federal rules, regulations or laws respecting audit, shall retain all required books, records and accounts for a period of five (5) years after the **School Board** has made final payment and all services have been performed satisfactorily under this Agreement or the Agreement has been terminated, whichever comes first, or for such longer period as may be required by law. The **School Board** shall retain the right to audit the books, records, and accounts during the five-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. If **Contractor** receives notification of a dispute or the commencement of litigation or other proceedings regarding any services performed under this Agreement within this five-year retention period, then **Contractor** shall continue to maintain all books, records, and accounts in accordance with this paragraph until final resolution of the dispute, litigation, or other proceeding, or until the expiration of the five-year period, whichever is later. This paragraph shall survive the termination of this Agreement.

21. **Debarment.** By signing this Agreement, **Contractor** certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, 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 governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Are not presently, nor have been within the last three years, listed on the convicted vendor list.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) - (e) above, with respect to Contractor or its principals.

22. **Right to Enter Into this Agreement.** Each party warrants and represents, with respect to itself, that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement, result in or constitute a breach or default under any indenture, contract, or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations under this Agreement. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

23. **Binding Effect.** Each and all of the covenants, terms, provisions, and Agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.

24. **Severability.** In the event any of the provisions of this Agreement are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

25. **Waiver.** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by another in the performance of any obligations shall be deemed or construed to be consent to, or waiver of, any other breach or default by that party. Except as otherwise provided in this Agreement, failure on the part of any party to complain of any act or failure to act by another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of the rights of that party.

26. **Confidentiality.** Unless otherwise required by law, any reports, data or other similar information given to or prepared or assembled by Contractor under this Agreement which the School Board requests to be kept as confidential shall not be made available to any individual or organization by Contractor without prior written approval of the School Board. The parties hereto acknowledge the applicability of Chapter 119, Florida Statutes, to this Agreement.

27. **Confidential Student Information.** Notwithstanding any provision to the contrary contained in this Agreement, Contractor and its officers, employees, agents, and representatives shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation regarding confidentiality of student information and records. Further, Contractor, for itself and its officers, employees, agents, and representatives, shall fully indemnify and hold the School Board, and its officers, employees, agents, and representatives harmless for any violation of this covenant including, but not limited to, defending the School Board and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Contractor, or its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either

intentionally or negligently violate the provisions of this covenant, FERPA, Sections 1002.22 or 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance or obligations under this Agreement, and shall remain fully binding upon Contractor.

28. **No Partnership or Joint Venture.** It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the School Board and Contractor or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.

29. **No Third-Party Beneficiaries.** There is no third-party beneficiaries created or entitled by this agreement, and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision thereof.

30. **Contractor's Representations.** Contractor hereby represents to the School Board that:

- a) The **Contractor** possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the **School Board**.
- b) The Contractor shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the School Board may at any time require **Contractor** to remove, and **Contractor** shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of the **School Board** is unfit for the proper performance of his/her duties.
- c) The **Contractor** shall comply with applicable federal, state and local laws, and codes, including without limitation, professional registration and licensing requirements, if applicable, in effect during the term of this Agreement, and shall, if requested by the **School Board**, provide certification of compliance with all registration and licensing and/or certification requirements.
- d) The **Contractor** shall perform said services in accordance with generally accepted professional standards and to the extent consistent with the best interests of the **School Board**.
- e) The **Contractor** is adequately financed to meet any financial obligations it may be required to incur under this Agreement.
- f) The **Contractor** will maintain the duty of care required in one's profession of this nature and will train and employ only those people that will uphold such standards and duty of care that are required in this field.
- g) The **Contractor** shall take all necessary and required precautions to ensure and protect the health, safety, and welfare of the **School Board** and its students.

31. **Funding Out.** Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

32. **Illegal Alien Labor. State of Florida, Executive Order 11-116.** Every Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employee's hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision. Subcontractors shall provide Contractor with an affidavit stating the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. See Section 448.095, Florida Statutes, for all requirements.

33. **Required Instruction.** In an effort to assure compliance with Florida Law, the Vendor hereby agrees that the services provided under this Agreement will not include the teaching and/or training of content either in writing, verbally, or electronically that violates Florida Statute 1003.42(2) and Florida State Department of Education Rule 6A 1.094124. The teaching of and/or training of said content to teachers and/or students is prohibited, and any violation of the Statute or Rule shall be grounds for immediate termination of the Agreement between the Parties.

34. **Vendors Statutory Compliance.** Governmental entities of the State of Florida are prohibited from entering, amending, extending, and renewing certain contracts and agreements with entities of foreign countries of concern, pursuant to Section 287.138, Florida Statutes, and with business entities that engage in forced labor and human trafficking practices, pursuant to Section 786.06, Florida Statutes. Pursuant to the Vendor's executed Affidavit attached hereto, the Contractor attests that it is not affiliated with, and it is not, an entity of foreign countries of concern, pursuant to Section 287.138, Florida Statutes, and that the Contractor does not engage in forced labor and human trafficking practices as defined in Section 786.06, Florida Statutes.

35. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any attachments, exhibits, end user license agreements, invoices, quotes, proposals, and subsequent purchase orders (or similar documents) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

36. **Federal Grants Terms and Conditions.** For any solicitation or agreement that involves, receives, or utilizes Federal Grants funding, the Federal Terms and Conditions, attached and incorporated herein, shall be considered a part of the solicitation and resulting award, or agreement and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**THE SCHOOL BOARD OF  
OSCEOLA COUNTY, FLORIDA:**

**CONTRACTOR: [CONTRACTOR NAME]**

By: \_\_\_\_\_  
**Heather Kahoun, Chair**

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

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

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

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

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

**ATTEST (WITNESS):**

By: \_\_\_\_\_  
**Dr. Mark Shanoff, Superintendent**

Contractor Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Send required insurance certificates and any necessary vendor application paperwork to Procurement Services.

[Insert Statutory Compliance Affidavit]

DRAFT

[Insert Attachment – Federal Terms and Conditions – If Applicable]

DRAFT

**Exhibit “A”**

**SCOPE OF SERVICE FROM RFP**

**(TO BE ADDED)**

DRAFT

**Exhibit “B”**

**RESPONDENTS PRICE SHEETS**

**(TO BE ADDED)**

DRAFT

**Exhibit “C”**

**RESPONDENT’S PROPOSAL AND AMENDMENTS**

**(TO BE ADDED)**

DRAFT

**Attachment G**  
**Federal Terms and Conditions**

**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**  
**(Appendix II to 2 CFR Part 200)**

All contracts made by a non-Federal entity under a Federal award must contain provisions covering the following, as applicable. These provisions are required and apply under certain conditions when federal funds are expended to make purchases from this solicitation by the School District of Osceola County ("District") or for any contracts resulting from this procurement process.

1. Violation or Breach of Contract Terms: This section applies to contracts for more than the simplified acquisition threshold, currently set at \$250,000. Contractors who violate or breach contract terms may be subject to administrative, contractual, or legal remedies, as well as sanctions and penalties as appropriate, in addition to remedies found in other sections of the contract.
2. Terminations for Cause and Convenience: Terminations for cause and for convenience are addressed under the General Terms and Conditions of the District.
3. Equal Employment Opportunity: Except as otherwise provided under 41 CFR, Part 60, this section applies to federally assisted construction contracts. If applicable, the Contractor agrees to comply with the provisions of 41 CFR, Part 60-1.4(b) during the performance of this contract. The provisions may be found in Attachment A to these Federal Terms and Conditions.
4. Davis-Bacon Act and Copeland "Anti-Kickback" Act: When required by Federal program legislation, this section applies to any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds. If applicable, the Contractor agrees to comply with the provisions of 29 CFR, Part 5.5(a) during the performance of this contract. The provisions may be found in Attachment B to these Federal Terms and Conditions.
5. Contract Work Hours and Safety Standards Act: This section applies to any contract in excess of \$100,000 that involves the employment of mechanics and laborers and is financed in whole or in part from Federal funds. If applicable, the Contractor agrees to comply with the provisions of 29 CFR, Part 5.5(b) during the performance of this contract. The provisions may be found in Attachment C to these Federal Terms and Conditions.
6. Rights to Inventions: This section applies if the Federal award meets the definition of a "funding agreement" under 37 CFR, Part 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR, Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act and Federal Water Pollution Control Act: This section applies to any contract or subgrant in excess of \$150,000 that is financed in whole or in part from Federal funds. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Contractor must report violations to the District, the Federal awarding agency, and the Regional Office

of the Environmental Protection Agency (EPA).

8. Debarment and Suspension: Debarment and suspension are addressed under the General Terms and Conditions of the District.

9. Byrd Anti-Lobbying Amendment: Contractors that apply or solicitation for an award exceeding \$100,000 that is financed in whole or in part from Federal funds must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The certification may be found in Attachment D to these Federal Terms and Conditions.

10. Procurement of Recovered Materials: For contracts using Federal funding, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR, Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to procure items containing the highest percentage of recovered materials as designated by the Environmental Protection Agency (EPA) under 40 CFR, Part 247 whenever the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: This section applies to all expenditures of Federal funds. As described in 2 CFR § 200.216, the District and Contractor are prohibited from obligating or expending Federal funds to procure, obtain, or extend or renew a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12. Domestic Preferences for Procurements: This section applies to all expenditures of Federal funds. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this award.

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## **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (Federal Program Requirements - USDA)**

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the United States Department of Agriculture ("USDA") when federal funds are expended to make purchases from this solicitation by the School District of Osceola County ("District") or for any contracts resulting from this procurement process.

13. Records Retention: Provisions for records retention are addressed under the Standard Terms and Conditions of the District and exceed the requirements under 2 CFR, Part 200.334.

14. Civil Rights: The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

15. Buy American: (7 CFR PART 210.21 (D)) - Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), the District is required to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards the District must comply with when purchasing commercial food products served in the school meals programs.

16. Energy Policy and Conservation Act: Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

17. Discounts, Rebates, and Credits: All goods, services, or monies received as the result of any equipment or USDA Food rebates shall be credited to the District's nonprofit food service account.

## **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (Federal Program Requirements - FEMA)**

In addition to the contract provisions required under Appendix II to 2 CFR, Part 200, these provisions are required by the Federal Emergency Management Agency ("FEMA") when federal funds are expended to make purchases from this solicitation by the School Board of Osceola County ("District") or for any contracts resulting from this procurement process.

18. Access to Records: The following access to records requirements apply to this contract:

a. The Contractor agrees to provide the District, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

19. DHS Seal, Logo, and Flags: The Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

20. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

21. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

22. Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges the 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

## **Attachment A: Equal Employment Opportunity**

Except as otherwise provided under 41 CFR, Part 60, this section applies to federally assisted construction contracts. If applicable, the Contractor agrees to comply with the following during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **Attachment B: Davis-Bacon Act and Copeland "Anti-Kickback" Act**

When required by Federal program legislation, this section applies to any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds. If applicable, the Contractor agrees to comply with the provisions of 29 CFR, Part 5.5(a) during the performance of this contract:

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract,

the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft

classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### **Attachment C: Contract Work Hours and Safety Standards Act**

This section applies to any contract in excess of \$100,000 that involves the employment of mechanics and laborers and is financed in whole or in part from Federal funds. If applicable, the Contractor agrees to comply with the provisions of 29 CFR, Part 5.5(b) during the performance of this contract:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **Attachment D: Byrd Anti-Lobbying Amendment Certification**

If applicable, the Contractor certifies to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an 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 will 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 Contractor shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

## Attachment "F"

**SCHOOL DISTRICT OF OSCEOLA COUNTY  
PROCUREMENT SERVICES DEPARTMENT**  
817 Bill Beck Blvd., Building 2000  
Kissimmee, FL 34744  
**REPORT OF UNSATISFACTORY MATERIALS  
AND/OR SERVICE**

|                    |                                     |
|--------------------|-------------------------------------|
| Purchase Order No. | Solicitation No.:                   |
| Contractor Name:   | User School/Dept.:                  |
| Address:           | Prepared by:                        |
| City, State, Zip:  | Date:                               |
| Telephone No.:     | Principal/Dept. Director Signature: |

|                                                                          |
|--------------------------------------------------------------------------|
| STATEMENT OF PROBLEM: (Specifics of Unsatisfactory Materials or Service) |
|                                                                          |
|                                                                          |
|                                                                          |
|                                                                          |
|                                                                          |
| <i>Attach supporting documentation</i>                                   |

*Use reverse side or attachments if necessary*

**Contractor's Response to Complaint**

**To Above Referenced Contractor:** The above complaint has been submitted by a Osceola County school and/or department. In the space below (or via attachment), kindly respond within 10 days. Failure to respond, or an unsatisfactory response, could result in withholding payment on your invoice, termination of contract, or could be cause for disqualification from future bidding with the School Board of Osceola County.

|           |
|-----------|
| Response: |
|           |
|           |
|           |
|           |

|                            |               |
|----------------------------|---------------|
| Contractor Representative: | Signature:    |
|                            | Date:         |
| Title:                     | Telephone No: |

**SCHOOLS AND LIBRARIES DIVISION E-RATE PARTICIPANT ACKNOWLEDGEMENT FORM  
WITH OSCEOLA COUNTY SCHOOL DISTRICT**

By submitting a proposal AND signing in the space indicated below, the proposer certifies that the company represented in the proposal acknowledges and accepts the terms and conditions outlined in this Invitation To Bid (ITB). If this Invitation To Bid (ITB) is for E-Rate Category Two eligible products and/or services under E-Rate program rules, the proposer certifies that the company represented here is a Non-Traditional Provider (NTP), as determined by the Universal Service Administrative Company (USAC), and does not provide telecommunications services. If this Invitation To Bid (ITB) is for E-Rate Category One Services, the proposer certifies that the company represented here is an eligible telecommunications service provider as determined by the Universal Service Administrative Company (USAC) and does furnish telecommunications services. Proposer further certifies that if it is found by the USAC that proposer is not an eligible service provider, contrary to the representations made herein, proposer will be liable for any funding request denied by the USAC because of said finding. Information regarding the E-Rate program is available by calling 1- 888-203-8100 or on the following web site: [E-Rate - Universal Service Administrative Company](#)

**PLEASE PRINT INFORMATION BELOW:**

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_

Federal EIN: \_\_\_\_\_

E-Rate Contact Name &amp; Title \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Contact Telephone/Fax \_\_\_\_\_

E-Rate SPIN/FCC Form 498 ID: \_\_\_\_\_

Signature of Owner or Authorized Officer/Agent – Provide Title:

\_\_\_\_\_

**PROVIDE THE FOLLOWING:** Proposer is to submit certification that shows proposer is E-Rate eligible service provider. Proposer is also to provide certification and/or documentation that proposer is a registered common carrier in the State of Florida with the Florida Public Service Commission (FPSC) and/or registered with the Federal Communications Commission (FCC). Proposer must maintain certification status throughout the duration of this contract and any extension of the contract period and must not be in "Red Light Status".

**State of Florida Registered Telecommunications Common Carrier No.:** \_\_\_\_\_**Federal Communications Commission (FCC) CORES ID.:** \_\_\_\_\_

## Attachment "I"

Current Network Configuration- For reference only

| Entity Type  | Billed Entity Number | Location Name                                          | Address                                 | City        | State | Zip Code | Current Bandwidth | Subnet        | Router Type | Notes                                 |
|--------------|----------------------|--------------------------------------------------------|-----------------------------------------|-------------|-------|----------|-------------------|---------------|-------------|---------------------------------------|
| ADMIN        | 17022750             | Osceola District Schools Environmental Study Center    | 4300 S. Poinciana Blvd                  | Kissimmee   | FL    | 34758    | 1Gbps             | 10.202.0.0/16 | 3850X12     |                                       |
| ADMIN        | 16023250             | Central Osceola Transportation & Operations (Coto)     | 401 Simpson Road                        | Kissimmee   | FL    | 34744    | 1Gbps             | 10.30.0.0/16  | 9500        |                                       |
| ADMIN        | 16051355             | Transportation - St Cloud                              | 2105 South Michigan Ave                 | St Cloud    | FL    | 34769    | 1Gbps             | 10.205.0.0/16 | 3850X12     |                                       |
| ADMIN/Feeder | 16081293             | Exceptional Student Education Department               | 805 Bill Beck Blvd.                     | Kissimmee   | FL    | 34744    | N/A               | 10.65.0.0/16  | 9500        | Feeds to District Office Hub          |
| ADMIN        | 17036090             | Alco Complex                                           | 2320 New Beginnings Rd                  | Kissimmee   | FL    | 34744    | 1Gbps             | 10.29.0.0/16  | 9500        |                                       |
| ADMIN/Feeder | 16081288             | Facilities Division                                    | 809 Bill Beck Blvd.                     | Kissimmee   | FL    | 34744    | N/A               | 10.65.0.0/16  | 9500        | Feeds to District Office Hub          |
| ADMIN        | 16046344             | St Cloud Annex                                         | 1022 Virginia Avenue                    | St. Cloud   | FL    | 34769    | 1Gbps             | 10.206.0.0/16 | 3850X12     |                                       |
| ADMIN        | 17036089             | Ross Jefferies Complex                                 | 1200 Vermont Ave                        | St. Cloud   | FL    | 34769    | 1Gbps             | 10.12.0.0/16  | 9500        |                                       |
| ADMIN        | 16023249             | Maintenance And Facilities                             | 2540 Old Dixie Highway                  | Kissimmee   | FL    | 34744    | 1Gbps             | 10.49.0.0/16  | 4500X       |                                       |
| ADMIN/Feeder | 16081287             | Human Resources Department                             | 799 Bill Beck Blvd.                     | Kissimmee   | FL    | 34744    | N/A               | 10.65.0.0/16  | 9500        | Feeds to District Office Hub          |
| ADMIN        | 17035540             | East Osceola Transportation & Operations (Eoto)        | 5750 Nova Road                          | Saint Cloud | FL    | 34771    | 1Gbps             | 10.203.0.0/16 | 9500        |                                       |
| HUB          | 16020898             | Osceola District Schools District Office               | 817 Bill Beck Blvd                      | Kissimmee   | FL    | 34744    | 30Gbps            | 10.65.0.0/16  | 9500        |                                       |
| HUB          | 17046629             | West Osceola Transportation & Operations (Woto)        | 5300 Robert McLane Boulevard            | Kissimmee   | FL    | 34758    | 30Gbps            | 10.204.0.0/16 | 9500        |                                       |
| School       | 38752                | Horizon Middle School                                  | 2020 Ham Brown Road                     | Kissimmee   | FL    | 34746    | 1Gbps             | 10.86.0.0/16  | 9500        |                                       |
| School       | 38743                | Parkway Middle School                                  | 857 Florida Parkway                     | Kissimmee   | FL    | 34743    | 1Gbps             | 10.19.0.0/16  | 9500        |                                       |
| Elementary   | 16050545             | Koa Elementary School                                  | 5000 Koa Street                         | Kissimmee   | FL    | 34758    | 1Gbps             | 10.41.0.0/16  | 9500        |                                       |
| Elementary   | 16042370             | Neptune Elementary School                              | 1200 Betsy Ross Lane                    | St Cloud    | FL    | 34769    | 1Gbps             | 10.61.0.0/16  | 9500        |                                       |
| School       | 16027017             | Bellalago Charter Academy                              | 3651 Pleasant Hill Road                 | Kissimmee   | FL    | 34746    | 1Gbps             | 10.56.0.0/16  | 9500        |                                       |
| Alternative  | 16033409             | Zenith Accelerated Academy                             | 2218 East Irlo Bronson Memorial Highway | Kissimmee   | FL    | 34744    | 1Gbps             | 10.39.0.0/16  | 9500        |                                       |
| Feeder       | 38745                | Mill Creek Elementary School                           | 1700 Mill Slough Road                   | Kissimmee   | FL    | 34744    | N/A               | 10.13.0.0/16  | 9500        | Feeds to Denn John Middle School      |
| Elementary   | 38774                | Lakeview Elementary School                             | 2900 5th St                             | Saint Cloud | FL    | 34769    | 1Gbps             | 10.22.0.0/16  | 9500        |                                       |
| Elementary   | 38742                | Boggy Creek Elementary School                          | 810 Florida Pkwy                        | Kissimmee   | FL    | 34743    | 1Gbps             | 10.11.0.0/16  | 9500        |                                       |
| Elementary   | 16033405             | St Cloud Elementary School                             | 2701 Budinger Avenue                    | St. Cloud   | FL    | 34769    | 1Gbps             | 10.59.0.0/16  | 9500        |                                       |
| School       | 38746                | Denn John Middle School                                | 2001 Denn John Lane                     | Kissimmee   | FL    | 34744    | 2Gbps             | 10.16.0.0/16  | 9500        |                                       |
| Feeder       | 38777                | St Cloud Middle School                                 | 1975 S Michigan Ave                     | Saint Cloud | FL    | 34769    | N/A               | 10.85.0.0/16  | 9500        | Feeds to Michigan Avenue Elementary   |
| School       | 16050547             | Westside K-8 School                                    | 2551 Westside Boulevard                 | Kissimmee   | FL    | 34747    | 1Gbps             | 10.46.0.0/16  | 9500        |                                       |
| Elementary   | 38767                | Reedy Creek Elementary School                          | 5100 Eagles Trail                       | Kissimmee   | FL    | 34758    | 1Gbps             | 10.20.0.0/16  | 9500        |                                       |
| School       | 16041279             | Liberty High School                                    | 4250 Pleasant Hill Road                 | Kissimmee   | FL    | 34746    | 2Gbps             | 10.60.0.0/16  | 9500        |                                       |
| School       | 205215               | Discovery Intermediate School                          | 5350 San Miguel Road                    | Kissimmee   | FL    | 34758    | 1Gbps             | 10.17.0.0/16  | 9500        |                                       |
| School       | 38737                | Osceola High School                                    | 420 South Thacker Avenue                | Kissimmee   | FL    | 34741    | 2Gbps             | 10.40.0.0/16  | 9500        |                                       |
| School       | 38768                | Poinciana High School                                  | 2300 South Poinciana Blvd               | Kissimmee   | FL    | 34758    | 6Gbps             | 10.83.0.0/16  | 9500        |                                       |
| Feeder       | 205214               | Narcoossee Middle School                               | 2700 N Narcoossee Rd                    | Saint Cloud | FL    | 34771    | N/A               | 10.32.0.0/16  | 9500        | Feeds to Narcoossee Elementary        |
| Elementary   | 38741                | Ventura Elementary School                              | 275 Waters Edge Drive                   | Kissimmee   | FL    | 34743    | 1Gbps             | 10.23.0.0/16  | 9500        |                                       |
| Elementary   | 228473               | Partin Settlement Elementary School                    | 2434 Remington Blvd                     | Kissimmee   | FL    | 34744    | 2Gbps             | 10.44.0.0/16  | 9500        |                                       |
| Elementary   | 16050546             | Narcoossee Elementary School                           | 2690 N Narcoossee Road                  | St. Cloud   | FL    | 34771    | 2Gbps             | 10.42.0.0/16  | 9500        |                                       |
| Feeder       | 17049907             | Pm Wells Center For Academic Excellence                | 2426 Remington Blvd                     | Kissimmee   | FL    | 34744    | N/A               | 10.34.0.0/16  | 9500        | Feeds to Partin Settlement Elementary |
| Elementary   | 38740                | Cypress Elementary School                              | 2251 Lakeside Dr                        | Kissimmee   | FL    | 34743    | 1Gbps             | 10.25.0.0/16  | 9500        |                                       |
| Elementary   | 16059955             | East Lake Elementary School                            | 4001 Boggy Creek Road                   | Kissimmee   | FL    | 34744    | 1Gbps             | 10.45.0.0/16  | 9500        |                                       |
| Elementary   | 16042371             | Flora Ridge Elementary School                          | 2900 Dyer Blvd                          | Kissimmee   | FL    | 34741    | 1Gbps             | 10.62.0.0/16  | 9500        |                                       |
| School       | 38751                | Neptune Middle School                                  | 2727 Neptune Road                       | Kissimmee   | FL    | 34744    | 1Gbps             | 10.18.0.0/16  | 9500        |                                       |
| Feeder       | 38748                | Gateway High School                                    | 93 Panther Paws Trail                   | Kissimmee   | FL    | 34744    | N/A               | 10.82.0.0/16  | 9500        | Feeds to District Office Hub          |
| School       | 38731                | Kissimmee Middle School                                | 2410 Dyer Blvd                          | Kissimmee   | FL    | 34741    | 2Gbps             | 10.89.0.0/16  | 9500        |                                       |
| School       | 228474               | Poinciana Academy Of Fine Arts                         | 4201 Rhododendron Avenue                | Kissimmee   | FL    | 34758    | 1Gbps             | 10.43.0.0/16  | 9500        |                                       |
| Elementary   | 16033404             | Chestnut Elementary School For Science And Engineering | 4300 Chestnut Street                    | Kissimmee   | FL    | 34759    | 1Gbps             | 10.57.0.0/16  | 9500        |                                       |
| Elementary   | 38769                | Deerwood Elementary School                             | 3701 Marigold Avenue                    | Kissimmee   | FL    | 34758    | 1Gbps             | 10.24.0.0/16  | 9500        |                                       |
| Elementary   | 38734                | Central Avenue Elementary School                       | 500 W Columbia Avenue                   | Kissimmee   | FL    | 34741    | 1Gbps             | 10.26.0.0/16  | 9500        |                                       |
| Elementary   | 38732                | Highlands Elementary School                            | 800 West Donegan Avenue                 | Kissimmee   | FL    | 34741    | 1Gbps             | 10.27.0.0/16  | 9500        |                                       |
| School       | 232558               | Celebration High School                                | 1809 Celebration Blvd                   | Celebration | FL    | 34747    | 5Gbps             | 10.50.0.0/16  | 9500        |                                       |
| Elementary   | 38730                | Thacker Avenue Elementary For International Studies    | 301 N Thacker Ave                       | Kissimmee   | FL    | 34741    | 1Gbps             | 10.14.0.0/16  | 9500        |                                       |
| Elementary   | 16033408             | Sunrise Elementary School                              | 1925 Ham Brown Road                     | Kissimmee   | FL    | 34746    | 1Gbps             | 10.58.0.0/16  | 9500        |                                       |
| Feeder       | 222490               | Kissimmee Elementary School                            | 3700 West Donegan Avenue                | Kissimmee   | FL    | 34741    | N/A               | 10.33.0.0/16  | 9500        | Feeds to Kissimmee Middle             |
| School       | 228362               | Professional And Technical High School                 | 501 Simpson Road                        | Kissimmee   | FL    | 34744    | 2Gbps             | 10.15.0.0/16  | 9500        |                                       |
| Elementary   | 38738                | Pleasant Hill Elementary School                        | 1801 Jack Calhoun Drive                 | Kissimmee   | FL    | 34741    | 1Gbps             | 10.28.0.0/16  | 9500        |                                       |
| Feeder       | 17003764             | Osceola Virtual Franchise (Secondary)                  | 1907 Michigan Avenue                    | St. Cloud   | FL    | 34769    | N/A               | 10.64.0.0/16  | 9500        | Feeds to Michigan Avenue Elementary   |
| School       | 17046628             | Cross Prairie K-8                                      | 2107 Rankin Street                      | Kissimmee   | FL    | 34744    | 1Gbps             | 10.71.0.0/16  | 9500        |                                       |
| School       | 38775                | Osceola Center For Early Learning                      | 1200 Vermont Avenue                     | Saint Cloud | FL    | 34769    | 1Gbps             | 10.12.0.0/16  | 9500        |                                       |
| School       | 228366               | New Beginnings Education Center                        | 2599 West Vine Street                   | Kissimmee   | FL    | 34741    | 1Gbps             | 10.52.0.0/16  | 9500        |                                       |
| Elementary   | 38776                | Michigan Avenue Elementary School                      | 2015 S Michigan Avenue                  | Saint Cloud | FL    | 34769    | 2Gbps             | 10.87.0.0/16  | 9500        |                                       |
| School       | 15341525             | Osceola County School For The Arts                     | 3151 North Orange Blossom Trail         | Kissimmee   | FL    | 34744    | 1Gbps             | 10.47.0.0/16  | 9500        |                                       |

|            |          |                                            |                                    |             |    |       |       |              |      |                         |
|------------|----------|--------------------------------------------|------------------------------------|-------------|----|-------|-------|--------------|------|-------------------------|
| Elementary | 17033024 | Island Village Elementary                  | 2050 Celebration Blvd              | Kissimmee   | FL | 34747 | 1Gbps | 10.48.0.0/16 | 9500 |                         |
| Feeder     | 16020897 | Harmony High School                        | 3601 Arthur J Gallagher Boulevard  | St. Cloud   | FL | 34771 | N/A   | 10.55.0.0/16 | 9500 | Feeds to Harmony Middle |
| School     | 16080940 | Osceola Technical College St Cloud Campus  | 2901 17th Street                   | St. Cloud   | FL | 34769 | 1Gbps | 10.53.0.0/16 | 9500 |                         |
| Elementary | 38779    | Hickory Tree Elementary School             | 2355 Old Hickory Tree Rd           | Saint Cloud | FL | 34772 | 1Gbps | 10.21.0.0/16 | 9500 |                         |
| School     | 16080941 | Osceola Technical College Poinciana Campus | 1030 Cypress Parkway               | Kissimmee   | FL | 34759 | 1Gbps | 10.54.0.0/16 | 9500 |                         |
| School     | 17017153 | Neocity Academy                            | 195 Neocity Way                    | Kissimmee   | FL | 34744 | 2Gbps | 10.35.0.0/16 | 9500 |                         |
| School     | 17050176 | Osceola Virtual Instruction Program        | 2218 East Iro Bronson Memorial Hwy | Kissimmee   | FL | 34744 | 1Gbps | 10.39.0.0/16 | 9500 |                         |
| School     | 17015535 | Tohopekaliga High School                   | 3675 Boggy Creek Road              | Kissimmee   | FL | 34744 | 6Gbps | 10.70.0.0/16 | 9500 |                         |
| School     | 38753    | Celebration K8 School                      | 510 Campus Street                  | Celebration | FL | 34747 | 1Gbps | 10.51.0.0/16 | 9500 |                         |
| School     | 17049940 | Nova Lakes High School                     | 5800 Nova Rd                       | Saint Cloud | FL | 34771 | 2Gbps | 10.37.0.0/16 | 9500 |                         |
| School     | 227276   | Canoe Creek K-8                            | 3600 Canoe Creek Road              | St Cloud    | FL | 34772 | 1Gbps | 10.36.0.0/16 | 9500 |                         |
| School     | 17035539 | Voyager K-8                                | 3175 Voyager Avenue                | Saint Cloud | FL | 34771 | 2Gbps | 10.72.0.0/16 | 9500 |                         |
| School     | 17019331 | Harmony Middle School                      | 3725 Arthur J Gallagher Blvd       | St. Cloud   | FL | 34771 | 6Gbps | 10.63.0.0/16 | 9500 |                         |
| School     | 38778    | St Cloud High School                       | 2000 Bulldog Lane                  | Saint Cloud | FL | 34769 | 6Gbps | 10.80.0.0/16 | 9500 |                         |
| School     | 17035538 | Knights Point K-8                          | 4890 Golden Knight Blvd            | Kissimmee   | FL | 34746 | 1Gbps | 10.73.0.0/16 | 9500 |                         |
| School     | 38749    | Osceola Technical College Kissimmee Campus | 501 Simpson Road                   | Kissimmee   | FL | 34744 | 2Gbps | 10.15.0.0/16 | 9500 |                         |
| School     | 16045550 | Harmony Community School                   | 3365 Schoolhouse Road              | Harmony     | FL | 34773 | 1Gbps | 10.31.0.0/16 | 9500 |                         |

Future Sites

| Entity Type | Billed Entity Number | Location Name                                     | Address | City | State | Zip Code | Expected Bandwidth | Expected Subnet | Expected Router Type | Notes |
|-------------|----------------------|---------------------------------------------------|---------|------|-------|----------|--------------------|-----------------|----------------------|-------|
| School      |                      | K-8 School "DD" - Tentative opening August 2032   |         |      |       |          |                    |                 |                      |       |
| School      |                      | K-8 School "EE" - Tentative opening August 2028   |         |      |       |          |                    |                 |                      |       |
| School      |                      | K-8 School "GG" - Tentative opening August 2032   |         |      |       |          |                    |                 |                      |       |
| School      |                      | K-8 School "II" - Tentative opening August 2033   |         |      |       |          |                    |                 |                      |       |
| School      |                      | High School "BBB" - Tentative opening August 2032 |         |      |       |          |                    |                 |                      |       |
| School      |                      | K-8 School "FF"                                   |         |      |       |          |                    |                 |                      |       |
| School      |                      | K-8 School "HH"                                   |         |      |       |          |                    |                 |                      |       |