



THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

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

INVITATION TO BID

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

SDOC-27-018-B-DM Network Infrastructure Equipment

ALL BIDS DUE BY: Thursday, December 10, 2026, by 2:00 PM ET

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

**PRE-BID MEETING: (Non-Mandatory) Tuesday, October 20, 2026, at 11:00 AM
access through Microsoft Teams meeting [\[link\]](#)**

**Alternate Product Submittal: Tuesday, October 27, 2026 by 3:00 PM. See Page
2, Paragraph 2.01 A.**

PROCUREMENT CONTACT:

Daniel Munoz, Senior Buyer

Phone: 407-483-3684

Email: Daniel.munoz@osceolaschools.net

1.0 PURPOSE & OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Network Infrastructure Equipment** for the use of The School Board of Osceola County, Florida (School Board).

2.0 SCOPE OF GOODS AND/OR SERVICES AND APPLICABLE SPECIFICATIONS

This Specification establishes the minimum requirements for this solicitation, listed and described in the body of these specifications, to be used as noted, by The School Board of Osceola County, FL. This bid is for equipment only (no installation).

The intent of this bid is to establish a contract for a period of thirty-six (36) months. The E-Rate Service will begin on October 1, 2027 and go through September 30, 2030, during which time the successful Bidder shall guarantee firm prices for the item(s) awarded to him as specified in this bid.

The School Board plans to participate in the Schools and Libraries Program of the Universal Service Fund, known as "E-Rate", created as part of the Federal Telecommunications Act of 1996. Funding will be requested and discounts for support of eligible services and equipment will be approved by the Universal Service Administrative Company (USAC). Eligibility amounts of internal connections components and approval of the amount of the funding request may be less than expected; therefore, the District is not obligated to purchase components listed in the specified bid submittal if those components are denied funding by USAC.

The District will pay invoices using the SPI method, which are Service Provider invoices that are discounted. Then the Service Provider invoices USAC/E-rate for the portion that the District doesn't pay. For example, the item may cost \$1,000.00, and the District would pay for 15% of the cost (\$150.00) from a Service Provider invoice. Then the Service Provider would send an invoice to USAC/E-rate for the 85% balance due (\$850.00).

2.01 PRODUCTS OR SERVICES TO BE PROVIDED, AND APPLICABLE SPECIFICATIONS

Bidders must submit proof from the Manufacturer that they are an authorized reseller for the equipment they are bidding. Equipment to be purchased will be infrastructure equipment (i.e.; switches, network patch cables, and other related equipment) at eligible schools within the District.

Bidder(s) may bid a product that they deem an equivalent to the product listed on the bid price sheet. The bidder must send in a complete set of specifications, cut-sheet(s), samples of that piece(s) of equipment, and provide technical support, if needed. Any equivalent product submitted in the bid price sheet must be compatible and be deemed an equivalent by the School Board. Product(s) will need to be tested in the School Board's environment, with bidder's engineering support with configuration assistance, if needed. Pricing for any equivalent product(s) must be submitted on the price sheet along with Manufacturer's name and part number in the column provided. Only product(s) which have been submitted as outlined below and approved by the School Board as an Approved Equal will be allowed.

A. ALTERNATE PRODUCT SUBMITTAL DEADLINE

Samples, product literature, specifications, cut-sheets must be submitted to the Purchasing Department on or before **Tuesday, October 27, 2026 at 3:00 PM** for testing on the District's network. **Bidders must provide pre-paid shipping labels for return of their samples after thirty (30) days from the date of the bid award. Any samples left at the District without pre-paid shipping labels to return to the vendor will be regarded as surplus property. The District will process standard paperwork for surplus of samples within ninety (90) days from the date of the bid award.

Switches will be tested for equivalency based on the following criteria:

1. Be provisioned and monitored in the District's existing Catalyst Center, without an additional management platform and without any license or hardware that is not included in the bid price.

2. Support the District's IP telephone models listed in Attachment "J" through 802.3af/at/bt PoE, LLDP-MED voice VLAN and power negotiation, separate voice and data VLANs on one access port, and QoS trust of phone-marked traffic.
3. Multigigabit access switches must support 1, 2.5, 5 and 10 Gbps over Category 6/6A copper (802.3bz and 802.3an) for the access point models listed in Attachment "K".
4. Uplink interfaces on multigigabit switches must support 25 Gbps and be backward compatible with 10 Gbps.
5. Uplink interfaces on gigabit switches must support 10 Gbps.
6. Support IGMP v2/v3 snooping and querier, and PIM sparse mode on Layer 3 models, for music-on-hold and streaming video.
7. Support flow export using NetFlow v9, IPFIX or sFlow.
8. Support 802.1w RSTP and 802.1s MSTP with configurable bridge priority so root bridge placement is deterministic.
9. Support DHCP relay on all models, and on Layer 3 models a DHCP server with address pools, scope options, static reservations and lease management.
10. Support LLDP for neighbor discovery and topology visibility; CDP interoperation optional.
11. Support per-port MAC limiting with persistent (sticky) MAC learning, BPDU guard and root guard.
12. Support TACACS+ authentication with command authorization and accounting.
13. Support SNMP v3 with authentication and privacy; v2c optional.
14. Provide a command-line interface capable of configuring all required features, including per-interface access and trunk mode configuration. Additional web or graphical interfaces are permitted.
15. Provide a console port for direct CLI access; RS-232 ports must default to 9600/8/None/1, and a USB console port is equally acceptable.
16. Support SSH version 2 for remote access, with Telnet capable of being disabled.
17. Support wired 802.1X and MAC Authentication Bypass over RADIUS to the District's existing Cisco Identity Services Engine, including RFC 5176 Change of Authorization, multiple hosts and domains on a single port, and a configurable policy for when the RADIUS server is unreachable.
18. Provide 802.3bt PoE with at least 60 W per port and an available PoE budget sufficient to deliver 60 W on every port simultaneously, using only the power supplies included in the bid price.
19. Support configuration retrieval and deployment from the CLI using text-based templates or scripts.
20. Interoperate with the existing switching infrastructure listed in Attachment "L" by make, model and software version, using the standards listed above, without requiring changes to the configuration of the District's existing switches or standard configuration templates.

21. Support firmware and configuration upload and download from the CLI over SCP and TFTP; SFTP or HTTPS acceptable in place of FTP.
22. Support QoS: classification and marking on 802.1p and DSCP, configurable trust boundaries, and no fewer than four egress queues with configurable scheduling.
23. Provide 1RU mounting hardware (such as mounting wings) permitting rear-mount installation in a standard 19-inch two-post rack with a post depth of three (3) inches front of said switch protruding 1.5 inches, so that the switch integrates with the District's existing cable management and patch panel ports and patch cables can be connected and disconnected.
24. Stackable 1RU edge switches must support addition, removal and replacement of any member without rebooting the remaining members or interrupting forwarding on unaffected members. Bidder must submit a second switch to test stacking capabilities.
25. Stackable 1RU edge switches must identify each member's stack ID on the front panel, readable without a console or SSH session. Bidder must submit a second switch to test stacking capabilities.

Wireless access points will be tested for equivalency based on the following criteria:

1. Support 802.11ax (Wi-Fi 6E certified including the 6-GHz frequency band).
2. Support the authentication and connection method listed in Attachment "M" for each production SSID on the School Board's network, including any tunnel or anchor connection to the District's existing Cisco 9800 series controllers.
3. Join, and be provisioned, monitored and managed by, all of the following existing District systems, at the versions listed, without any additional controller or management platform, and without any license or hardware that is not included in the bid price:
 - a. Cisco Catalyst Center 2.3.7.11.71047.100
 - b. Cisco Identity Services Engine (ISE) 3.4.0.608 with Patch 6, 7
 - c. Cisco 9800 series wireless LAN controllers 17.5.5
4. Mount to the District's existing ceiling-grid and horizontal mounts listed in Attachment "N" (or with mounting hardware included in the bid price), with a secondary retention method that prevents the access point from falling if the mount is disturbed.
5. Outdoor access point models must be outdoor-rated, provide a grounding connection point, and support the antenna connectors and external antennas (if applicable).
6. Operate at full functionality on the 802.3bt PoE++ (60W) supplied by the District's currently supported switch, Cisco C9300-24UX.
7. Not require PAP or any other unencrypted authentication fallback for any production SSID

SFPs will be tested for equivalency based on the following criteria:

1. Be of the optic types listed in Attachment "O", support digital diagnostic monitoring, and link at the rated speed with the District's existing optics.
2. Be fully functional on the District's switch models listed in Attachment "L", with no unsupported-transceiver override and no change to switch configuration.

Pricing for any equivalent product(s) which have been approved must be submitted on the price sheet where indicated. Only product(s) that have been submitted for testing and approved by the School Board will be considered.

2.02 E-RATE ELIGIBLE

By submitting a bid, the bidder certifies that the bidder acknowledges and accepts the Terms and Conditions outlined herein and further certifies that the company is an "Eligible Service Provider" (ESP) as determined by the Universal Service Administrative Company (USAC). Bidder further certifies that if it is found, by the USAC, not to be an ESP, contrary to the representations made by the bidder, then bidder will be liable for any funding request denied by the USAC because of said finding. Information regarding the "E-Rate" program is available by phoning 1.888.203.8100, or on the following website – [E-Rate - Universal Service Administrative Company](#). Bidder is to submit certification that shows bidder is "E-Rate" eligible, and bidder is to provide certification and/or documentation that bidder 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). Bidder must maintain certification status throughout the term of this contract and any extension of the contract period and must not be in the "Red Light Status".

2.03 PRICE SHEETS

The Excel spreadsheet is "Locked" and bidders can only enter information into three (3) columns: "Column F - Unit Price", "Column G - Eligible Percentage", and "Column J - Equivalent Part Number/Description". Bidders are to only use the excel spreadsheet, creating your own will deem you non-responsive. Return with your bid submittal, the price sheet back in excel format so it can be copied and pasted directly into the Tab Sheet. If you have any issues with the Price Sheet please contact Daniel Munoz, Senior Buyer at phone #407-870-3684 or by email at: Daniel.munoz@osceolaschools.net.

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 a thirty-six (36) month term, beginning October 1, 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 BID CLOSING DATE

Bids must be received by The School District of Osceola County Procurement Services Department through VendorLink at <https://vendorlink.osceola.org> no later than **2:00 p.m., eastern time, on Thursday, December 10, 2026**. Bids received after this time will not be considered.

3.03 TENTATIVE SCHEDULE

October 13, 2026..... Invitation to Bid Available
October 20, 2026 at 11:00 AM...Pre-Bid Conference
October 27, 2026 at 3:00 PM.... Deadline for **Alternate Product Submittal**
October 30, 2026 at 12:00 PM.. Deadline for Questions
November 5, 2026..... Addendum 1 answering questions received
November 10, 2026..... Addendum 2 with list of approved Alternates
December 10, 2026 at 2:00 PM..Bid Closing Date
January 2027..... Planned Award Date
October 1, 2027 –
September 30, 2030..... 36 Month Service Period

3.04 PRE-BID MEETING

- A. A pre-bid meeting will be held Virtually through Microsoft Teams meeting [[link](#)] at 11:00 AM, local time Tuesday, October 20, 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 Department, Kissimmee, Florida, (407) 870-4625 at least five (5) days prior to the date.

3.05 QUESTIONS CONCERNING ITB

All questions concerning this solicitation must be submitted no later than the date and time specified in Section 3.03 Tentative Schedule and as listed on VendorLink. 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". Bidders submitting questions by phone, email or other means will be directed to post their question(s) online at <https://vendorlink.osceola.org>.

3.06 PUBLIC BID OPENING

- A. The Bids will not be available for public records request until a notice of intended decision is issued or thirty (30) days after bid opening date, whichever is earlier. (Florida Statute 119.071 (1) (b)).
- B. The Bidder List will be available at <https://vendorlink.osceola.org> at time of Bid opening.
- D. Individuals that would like to hear the names of Bidders read aloud during the official Bid opening may access the electronic meeting via Microsoft Teams at the following web address: <[link](#)>

3.07 ELECTRONIC BID SUBMITTAL

Bidder shall submit all documents pertaining to this ITB electronically through VendorLink at <https://vendorlink.osceola.org>. Contact VendorLink technical support at 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 Bidder on all solicitation specifications.
- D. Clearly identify each part of the submission.
- E. Terms and Conditions submitted by Bidder which differ from those in this solicitation may be cause for disqualification of the Bid.

3.08 DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID

Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this bid. (Responsive)
- B. The greatest benefits to the School Board as it pertains to: (Responsible)
 - 1. Total Cost.
 - 2. Delivery.

3. Past Performance. In order to evaluate past performance, all Bidders are required to submit:
 - a. A list of references with the bid and;
 - b. A list of relevant projects completed within the last 3 years that are the same or similar to the magnitude of this ITB.
4. All technical specifications associated with this bid.
5. Financial Stability: Demonstrated ability, capacity and/or resources to acquire and maintain required staffing.
6. Current Certificate of Insurance or proof of insurability in the amounts indicated.
7. Evidence of compliance with SBE/VBE participation goals or evidence of good faith efforts as outlined in Paragraph 3.10.
8. Respondent must be a current registered Telecommunications Common Carrier in the State of Florida and/or currently registered with the Federal Communications Commission (FCC). Respondent must complete documentation of registration (See Exhibit "I").
9. Bidders must submit proof from the manufacturer that they are an authorized reseller for the equipment they are bidding.
10. **Alternate Product Sample(s)** received before the deadline on **Tuesday, October 27, 2026** before 3:00 pm, all products must include a packing list, with item number (listed on the price sheet that it is being considered for as an alternate), Vendors and/or Manufacturer's name submitting the alternate products, contact person's name, phone number and email address to request return labels to return the products after products have been tested.

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest, responsive, responsible, Bidder whose bid represents the best overall value to the School Board when considering all evaluation factors.

3.09 BIDDER'S RESPONSIBILITY

The Bidder, by submitting a Bid, represents that:

- A. The Bidder understands the ITB in its entirety and that the Bid is made in accordance therewith, and;
- B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;
- C. Before submitting a Bid, each Bidder 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 Bidder receives an award because of its Bid submission, failure to have made such investigations and examinations will in no way relieve the Bidder 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 Bidder for additional compensation or relief, and;
- D. The Bidder 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.

3.10 SMALL BUSINESS ENTERPRISE (SBE) AND VETERAN BUSINESS ENTERPRISE (VBE) PROGRAM PARTICIPATION GUIDELINES

A. GOALS

The School Board is committed to increasing the number of qualified small business and veteran-owned Bidders who wish to provide products and services to the School Board. The School Board has established a current SBE/VBE participation goal for this Bid of ten percent (10%) of the total contract revenues, which may be met with an SBE, a VBE, or a combination

of both. All Bidders are encouraged to either meet or exceed the SBE/VBE participation goal or demonstrate good faith efforts to meet such goal.

B. CERTIFICATIONS

Bidders with SBE/VBE ownership must submit valid proof of certification of their own SBE/VBE firm with the bid response from one of the following entities:

- Greater Orlando Aviation Authority (Local Developing Business [LDB] approval letter)
- Orange County Public Schools (LDB approval letter)
- The United States Department of Veterans Affairs Center, through the Center for Verification and Evaluation or the United States Small Business Administration (Veteran-Owned Small Business [VOSB] or Service-Disabled Veteran-Owned Small Business [SDVOSB] approval letter)
- The State of Florida Department of Management Services Office of Supplier Diversity (VBE certificate)

Each SBE or VBE firm must have a current certification at the time of the bid opening, and that certification must remain current throughout the duration of the contract.

C. SUBCONTRACTING

If a Bidder subcontracts or enters into a partnership or joint venture with another entity, to meet the SBE/VBE participation goal, the Bidder is required to submit with their bid, SBE/VBE participation information, by completing and signing the SBE/VBE Program Participation Form attached hereto and incorporated herein. Participation is defined as the purchase of products and/or services obtained from SBE/VBE companies. The amount of participation shall be the relative proportion of the value for the amount of materials and/or services obtained from SBE/VBE companies to the total amount of the bid. Firms not committing to subcontracting should indicate this on the form.

With each invoice submitted by the Bidder, as a condition precedent to its entitlement to payment, the Bidder shall also submit a monthly written report to the School Board concerning the status of all payments owed by the Bidder to each SBE/VBE firm. The invoice submitted by the Bidder, as a condition precedent to its entitlement to payment, must be signed and dated by the Bidder's proposed SBE/VBE firm.

D. MEETING GOALS/GOOD FAITH EFFORTS

The School Board shall be the final authority in determining whether a Bidder has met or exceeded the SBE/VBE participation goal or demonstrated good faith efforts to meet such goal. Responsibility for determining the status of SBE and VBE participation by the Bidder shall be with the School Board's Small Business and Veteran Programs Department. After bid responses have been evaluated, the Small Business and Veteran Programs Department will review the submitted documents to determine whether the Bidder has complied with the participation goals contemplated herein. A Bidder may be considered non-responsive and may be rejected, at the sole discretion of the School Board, if the Bidder fails to meet the goal, fails to provide evidence of good faith efforts, and/or fails to provide the required certification documentation.

E. ONGOING OBLIGATIONS TO MEET GOALS

The Bidder must demonstrate to the satisfaction of the Small Business and Veteran Programs Department throughout the term of the contract that the Bidder is complying with the goals for SBE and VBE participation. If at any time after the award of the bid the Bidder determines that they will be unable to comply with the SBE/VBE participation goals, the Bidder may request an evaluation of its good faith efforts by the Small Business and Veteran Programs Department. The Small Business and Veteran Programs Department will analyze to verify whether the Bidder has made diligent, good faith efforts to meet the goals for SBE and/or VBE participation.

For clarification regarding the School Board's SBE or VBE programs, please contact the Small Business and Veteran Programs Department at (407)750-9316. SBE and VBE guidelines may also be accessed at: [The School District of Osceola County, Florida - Small Business and Veteran Programs Home](#).

3.11 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.

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.

3.12 NEW ITEMS AND/OR OPTIONS

Upon approval of Procurement, new items and/or options may be included in this bid if they are standard items and/or options for this commodity. Items inadvertently left off the price sheet may be viewed as an option not known to exist at the time this solicitation was sent out but are now available as an additional option. Awarded Bidder(s) wishing to provide additional options, may attach to their price sheet their list of options which are currently available. Since these products will be made to order on an as needed basis, each purchase could vary greatly since many will be site specific. As market changes occur the awarded Bidder(s) may contact Procurement about additional options.

3.13 SAFETY

The Bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Bidder shall take all necessary precautions to ensure all materials provided do not include Asbestos. The Bidder shall indemnify and hold harmless the School Board from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the School Board because of the Bidder, sub-contractor, or supplier's failure to comply with the regulations.

3.14 SAFETY DATA SHEET

In accordance with Chapter 487 of the Florida Statutes, it is the Bidder's responsibility to identify and to provide to the Procurement Services department and the Office of Environmental Health and Safety a Safety Data Sheet for any material, as may apply to this procurement.

3.15 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. 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-F above. In other words, substitute the words "independent contractor" for the word "bidder" in subparagraphs A-F 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.
- H. 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.

3.16 DAMAGED ITEMS

In the event an item or items is received, and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the awarded Bidder at no cost to the School Board.

3.17 METHOD OF ORDERING

Items shall be ordered via individual purchase orders or by Visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

3.18 ORDERS

Schools, departments and centers of the School Board will issue purchase orders or place order by Visa purchasing card directly to the awarded Bidder(s) for the purchase of **Network Infrastructure Equipment**. The awarded Bidder(s) will be expected to honor these orders according to the discount terms and conditions listed in this solicitation. Each purchase order will be emailed or mailed to the awarded Bidder(s). The order should be reviewed for correct prices, catalog numbers, extensions, etc.

3.19 EXEMPT FROM THIS BID

Purchases shall not include items available at lower prices on other School Board bid awards or on Florida State Contracts. Items shall be ordered via individual purchase orders or Visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order or receipts must be submitted for each purchase on Visa purchasing card.

3.20 SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

3.21 DAMAGES

Due to the nature of the services to be provided and the potential impact to the School Board for loss of **Network Infrastructure Equipment**, the Bidder cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Bidder shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

3.22 NO DAMAGES FOR DELAY

Bidder is not entitled to any additional compensation or increase in the contract sum for direct, indirect, impact, or any other damages arising because of any hindrance or delays caused by the owner or any other cause whatsoever. Bidder's only remedy for delay, not caused or exacerbated by the Bidder, shall be an extension of time to complete the Bidder's scope of work. Any extension of time shall be granted at the sole discretion of the School Board, and if granted, shall be in the form of additional days added to the contract.

3.23 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.

3.24 BANKRUPTCY / INSOLVENCY

At the time of bid submittal, Bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

3.25 CONTRACT/BIDDER RELATIONSHIP

The School Board reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the School Board.

Any awarded Bidder shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent contractor the awarded Bidder 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 Bidder shall be responsible for all income tax, FICA, and any other withholdings from its employees' or sub-Bidder's wages or salaries. Benefits for same shall be the responsibility of the Bidder including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The Bidder shall hire, compensate, supervise, and terminate members of its workforce; 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.

The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same.

The independent Bidder shall not be exclusively bound to the School Board 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 School Board.

3.26 NEW MATERIAL

Unless otherwise provided for in this specification, the Bidder represents and warrants that the goods, materials, supplies, or components offered to the School Board under this Bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the School Board's interest, the Bidder shall so notify the School Board Buyer in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may accrue to the School Board if the Buyer authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

3.27 ITEM DISCONTINUANCE

During the term of this contract, as items are discontinued and a replacement offered, the awarded Bidder must notify the Procurement Services Department with the new equipment specifications and price. If the Procurement Services Department and Information and Technology Services approve the newer/current model, documentation will be placed in the solicitation folder noting the newer/current model as the revised product model for the remainder of the contract term.

3.28 MODEL NUMBER CHANGES

During the term of this contract as items are updated with a newer/current model, the awarded Bidder must notify the Procurement Services Department with the new equipment specifications and price. If the Procurement Services Department and the Information and Technology Services approve the newer/current model, documentation will be placed in the solicitation folder noting the newer/current model as the revised product model for the remainder of the contract term.

3.29 DELIVERY TERMS

A. DELIVERY TIME

Delivery Time is of the essence in the award of this Bid. Bidders must take this into consideration when preparing their bids. Delivery shall be completed no later than thirty (30) calendar days from the date of the receipt of the Purchase Order. If delivery cannot be made by this date, then state on the Bid Submittal Form when delivery could be made. The School Board reserves the right to reject bids, which cannot comply with the delivery requirement.

B. DELIVERY CHARGES

Bid price must include all delivery charges.

C. HOURS OF DELIVERY

Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when all school buildings and Warehouse Services are closed.

D. NOTIFICATION OF DELIVERY

The Chief Information and Technology Office must be notified at least forty-eight (48) hours in advance of delivery at (407) 518-2934.

E. F.O.B. POINT

The F.O.B. point for this contract and for all purchases made under it shall be as specified by the using school/department (in accordance with the Bid Submittal Form), in the School Board. Delivery will not be complete until the using school/department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering school/department. All disputes shall be between the seller/Bidder and the carrier.

3.30 FLORIDA PREFERENCE

Pursuant to §287.084 Florida Statute, and subject to applicable federal law, the School Board shall make appropriate adjustments to pricing of responses when Bids have been submitted by Bidders

having a principal place of business outside the State of Florida. **The Bidder must complete and submit the Proposer's Principal Place of Business Form, which is attached hereto, with its response to this solicitation.** *Failure to comply shall be considered non-responsive to the terms of this solicitation.* Refer to: <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.

3.31 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.

3.32 LABELING

Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:

- A. Name of item.
- B. Quantity of item contained.
- C. Purchase order number.
- D. Company.

3.33 QUANTITY

The estimated quantities that will be purchased during this bid period of 36 Months are shown on the Bid Price Sheet. Please note that these are estimates only and in no way obligates the School Board to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

3.34 ADDITIONAL QUANTITIES

The School Board reserves the right to purchase any additional quantities of the bid item(s) from the awarded Bidder at this bid price for a period of one (1) year from the date of the award of the bid, provided the Bidder is in agreement at time of order.

3.35 QUANTITY CHANGES

The School Board reserves the right to increase or decrease the total quantities necessary.

3.36 PALLETIZE

Shipment(s) must be palletized. Pallets are available for exchange at the time of delivery, if required.

3.37 DEFINITIONS As used in this ITB, the following terms shall have the meanings set forth below:

Bidder: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid proposal for the purpose of obtaining business with the School Board to provide the product and/or services set forth herein.

Contract Administrator: The School Board's 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 in writing and authorized by the Director of Procurement and/or the School Board Chair.

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

Contractor's Project Manager: The Project Manager has responsibility for administering this contract for the successful Bidder(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 District of Osceola County.

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

Local Developing Business (LDB): A business that has been certified as a Local Developing Business (LDB) by the Greater Orlando Aviation Authority (GOAA) or by Orange County Public Schools (OCPS).

Offeror: The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the School Board in response to this invitation.

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: The term "respondent" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

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

School Board's Authorized Representative: The School Board's Authorized Representative shall 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.

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

Small Business Enterprise (SBE): An active operating business that is Domiciled in the State of Florida; that meets the Revenue Limitations and that is owned and controlled by one or more individuals whose personal net worth does not exceed the Net Worth Limitation as defined in School Board Policy 7.701+.

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

Veteran Business Enterprise (VBE): A business that has been certified by the United States Department of Veterans Affairs, through the Center for Verification and Evaluation (CVE), the United States Small Business Administration (SBA), or by the State of Florida Department of Management Services, through the Office of Supplier Diversity (OSD) as defined in School Board Policy 7.702+.

Definitions listed in the Procurement Procedures Manual posted on the Procurement Services website, [osceola_purchasing_procedures_manual_01022024.pdf](#) shall be incorporated herein by reference.

4.0 **SUBMITTAL REQUIREMENTS** **(Submit in the following order)**

- A. Attachment B - Completed Bidder's Acknowledgement and agreement of the Standard Terms and Conditions.
 - 1. Drug Free Workplace Certification
 - 2. Instruction for Debarment Certification
 - 3. Certification Regarding Debarment
 - 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
- B. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may be cause for the bid to be considered non-responsive.**
- C. Completed Attachment C – References Form. List at least three (3) recent references where the proposed product has been used within the last three (3) years.
- D. Completed Attachment D - Bid Price Sheet
- E. Attachment H - Bidder's Statement of Principal Place of Business – **Proposer's Statement of Principal Place of Business/Florida Preference Form; The Bidder must complete and submit the Proposer's Principal Place of Business Form, which is attached hereto, with its response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation.**
- F. All vendors, including predecessors or related vendor or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims in excess of twenty-five thousand (25,000) dollars. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, Bidder shall describe the particular circumstances giving rise to the dispute.
- G. All Bidders shall be prepared to submit their most recent financial statement, preferably a certified audit, or their most recent tax return and balance sheet. If submitting financial information that you would like to be classified as "confidential", complete and submit the Non-Disclosure Agreement for Confidential Materials paperwork; herein attached.
- H. Local Business Tax Receipts in accordance with the Section herein addressed.
- I. Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number and School Board contact person.
- J. The Bidder must submit with his bid the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular workhours and after-hours, weekends, and holidays must be identified.

- K.** If a Bidder must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The School Board also reserves the right to reject a bid or any Bidder if the bid names a subcontractor who has previously failed to deliver on time contracts of similar nature, or who is not in a position to perform properly this award. The School Board reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.
- L.** Evidence of compliance with SBE/VBE participation goals, which may include valid proof of SBE/VBE certification, completed SBE/VBE Program Participation Form, or evidence of good faith efforts as outlined in Paragraph 3.10 and Attachment E.
- M.** Bidder **MUST SUBMIT** by October 27, 2026 complete specifications and/or descriptive literature **AND SAMPLE** for make and model he is bidding. Bidder must indicate on bid price sheet make and model and manufacturer he is bidding. Failure to comply with this requirement may be cause for rejection of the bid.
- N.** Proposing Equivalent Items - Bidder **MUST** send in a complete set of specifications, cut-sheet(s), samples of that piece(s) of equipment, and provide technical support, if needed. Bidder must indicate on bid price sheet specifications of product he is bidding. Failure to comply with this requirement may be cause for rejection of the bid.
- O.** Respondent must be a current registered Telecommunications Common Carrier in the State of Florida and/or currently registered with the Federal Communications Commission (FCC). Respondent must complete documentation of registration (See Attachment I).
- P.** Bidders must submit proof from the manufacturer that they are an authorized reseller for the equipment they are bidding.

5.0 ATTACHMENTS

Attachment "A" ITB General Terms & Conditions
 Attachment "B" ITB Bid Acknowledgement and Standard Terms & Conditions
 Attachment "C" References
 Attachment "D" Bid Price Sheet
 Attachment "E" SBE VBE Program Participation Form
 Attachment "F" Report of Unsatisfactory Materials and/or Service (Example)
 Attachment "G" Federal Terms and Conditions
 Attachment "H" Bidder's Statement of Principal Place of Business
 Attachment "I" Schools and Libraries Division E-Rate Participant Acknowledgement Form
 Attachment "J" Compatible SDOC IP Phones
 Attachment "K" Compatible Access Points
 Attachment "L" Compatible Switches
 Attachment "M" SSIDs
 Attachment "N" Horizontal AP Mounts
 Attachment "O" Compatible SFPs