AR-27-16179-AS	**Due Date & Time: Tuesday, December 15, 2026 at 2:00 PM local time**	**Advertised Date(s): Sunday, November 8, 2026, and Thursday, November 12, 2026**
Procurement Representative: Arima Santana **Email: Arima.santana@osceola.org**	**Respond to: 1 Courthouse Square, Suite 3401, Kissimmee, FL 34741** **Phone: (407) 742-0900 Fax: (407) 742-0901**	
Title: Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized		

Invitation to Bid

Osceola County Board of County Commissioners

Bid Title: Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized	
Bid Number: AR-27-16179-AS	
Requesting Department: Information Technology	Bid Contact: Arima Santana, Procurement Services
Bid Due Date: December 15, 2026	Bid Time Due: 2:00PM Local Time
Location to Deliver Bid: Procurement Services Office, 1 Courthouse Square, Suite 3401, Kissimmee, Florida 34741	

In accordance with the intent and content of this Invitation to Bid (ITB), I/we, the undersigned, as authorized signatory to commit the firm, do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's Bidder list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Bidder:		
Business Address (street, city, state and zip code):		County:
Phone Number:	Fax Number:	E-Mail Address:
Purchase Order Delivery E-Mail:		
Osceola County Local Business Tax Receipt (formerly Occupational License) Number:		
State of Florida License Number (as applicable):		
Authorized Signature (manual):		Date:
Printed Signature:		Title:

EMERGENCY CONTACT INFORMATION – In the event the County needs to contact your firm during an emergency	
Emergency Contact Person:	
Cell Phone Number:	Residence Phone Number:

GENERAL INSTRUCTIONS/DECLARATIONS

1. Bids will be open publicly by a representative of the Procurement Services Office on the date and time indicated above. All bid openings are open to the public and any interested parties are welcome to attend.
2. **Bids must be submitted on the form furnished by the County and in accordance with the specifications and the list of quantities desired.**
3. Page One must be completed and submitted as the top sheet of the bid response.
4. It is the intent and purpose of Osceola County that this Invitation to Bid promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Services Office, at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Office not later than seven (7) calendar days prior to the bid closing date.
5. Questions regarding this bid must be submitted through the VendorLink electronic bidding portal or via email to the designated Procurement Services Representative no later than Thursday, November 19, 2026 @ 12:00 PM. Questions of sufficient general interest will be formatted by the Procurement Services Office and issued to all interested parties in the form of an addendum.

AR-27-16179-AS	**Due Date & Time: Tuesday, December 15, 2026 at 2:00 PM local time**	**Advertised Date(s): Sunday, November 8, 2026, and Thursday, November 12, 2026**
Procurement Representative: Arima Santana **Email: Arima.santana@osceola.org**	**Respond to: 1 Courthouse Square, Suite 3401, Kissimmee, FL 34741** **Phone: (407) 742-0900 Fax: (407) 742-0901**	
Title: Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized		

SECTION A. INSTRUCTIONS TO BIDDER.

A1. Pre-Bid Conference: There will be no pre-bid conference for this project.

IMPORTANT NOTE: It is imperative that all bidders have a clear understanding of the scope of services requirements. As such, the County reserves the right to schedule a pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for submitting a bid; and bids will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

A2. Public Opening of Bids: Bids will be publicly opened by a representative of the Procurement Services Office at 1 Courthouse Square, Suite 3401, Kissimmee, Florida 34741, on Tuesday, December 15, 2026 at 2:00 p.m, or as soon as possible thereafter. Pursuant to Florida Statute 119.071, sealed bids received in response to a competitive solicitation are exempt from Florida Statute 119.07(1) and s. 24(a), Art. 1 of the State Constitution until 30 days after opening of the bids or posting of the notice of an intended decision, whichever is earlier.

A3. Bid Compliance:

(a) All items contained in the bid must be in total compliance with the specifications in this solicitation.
(b) Alternate bids will not be considered unless they are specifically called for in this solicitation.
(c) Bidders' attention is specifically called to the terms and conditions of this solicitation. As witnessed by the Bidder's signature on the cover page and the proposal page(s), all Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.

A4. Unit Price Accuracy: Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after the opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. Please note that the County reserves the right to clarify and correct extended amount errors.

A5. Bid Price Schedule: Each Bidder shall furnish the information required on the Bid Price Schedule, Section F, and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted in any other format may be disqualified.

A6. Lobbying; Lobbying Black-Out Period; Questions Regarding Bids:

(a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Manager, any requesting or evaluating department/division personnel and/or any member of the evaluation committee concerning an active solicitation during the Black-Out period.
(b) The Lobbying Black-Out Period commences upon the issuance of this solicitation document.
(c) The Lobbying Black-Out Period for awards requiring Board approval concludes at the beginning of the meeting at which the Board will be presented the award(s) for approval or request to provide authorization to negotiate a Contract(s). If the Board refers the item back to the County Manager for further review or otherwise does not take action on the item, the Lobbying Black-Out Period will be reinstated until such time as the Board meets to consider the item for action.
(d) The Lobbying Black-Out Period for awards requiring County Manager Approval concludes upon issuance of a Notice of Intent to Award.
(e) Bidders, Respondents, potential Vendors, service providers, Lobbyists, Consultants, or Vendor representatives shall not contact any Board Member, the County Manager, any requesting or evaluating Department/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the Black-Out Period.
(f) All questions and procedural matters shall be directed to the Procurement Services Office. Except in response to communications initiated by authorized County representatives, contact by Bidders or Respondents to any Board Member, the County Manager, any requesting or evaluating County Personnel, or any member of the Evaluation Committee, initiated during the Black-Out Period, may result in disqualification from the Solicitation Process.
(g) Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement Services Office Representative, in writing, by the cutoff date and time stated herein.

(h) Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end period as established in items (c) and (d) of this section, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

A7. Addenda:

(a) Any interpretations, clarifications, or changes made will be in the form of written addenda issued by the Procurement Services Office.

(b) Oral answers given by any member of the Procurement Services Office or requesting department will not be authoritative and the County will not entertain any protests based on verbal instruction.

(c) It will be the responsibility of the Bidder to contact the Procurement Services Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. The County will not consider requests to re-open a bid as a result of the failure of the Bidder to secure addenda.

A8. Proper Signatures: Failure to sign and witness the Bidder's signature may result in a disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

A9. Corporate Standing:

The bidder or proposer must demonstrate that the company is in good standing and that the person signing this bid or proposal is authorized on behalf of the bidder or proposer to sign bids, proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the bidder/proposer will be duly bound. The bidder/proposer **must provide a copy of their State Certificate of Good Standing/Articles of Incorporation** listing the officers of the company. In addition to the aforementioned documents, the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

(a) A copy of your Articles of Incorporation listing the approved signatories of the corporation.

(b) A copy of a resolution listing the members of staff as authorized signatories for the company.

(c) A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

A10. A Performance Bond is not required for this project.

A11. Bid Submittal:

(a) Bids may be submitted electronically through the Vendorlink electronic bidding portal, by mail or in person. Mail or in-person submittals must be received in a sealed envelope, plainly marked on the outside with the Invitation to Bid number, date, time of opening, and the Bidder's name. For your convenience, Attachment "L" has been provided to properly identify and affix to your bid submittal. Mail or in-person bids must be received by the due date and time at:
Osceola County Procurement Services
1 Courthouse Square, Suite 3401
Kissimmee, Florida 34741

(b) It is the Bidder's responsibility to assure that regardless of the method of submission the bid is received by the OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE, no later than 2:00 PM on Tuesday, December 15, 2026. Any bid received after this date and time will not be accepted or considered, and will be returned unopened to the Bidder. No offers will be accepted or received in any other Osceola County office.

(c) **Cost of Submittal:** The cost of submittal of this bid is considered an operational cost of the Bidder and shall not be passed on to or be borne by the County.

(d) **No telegraphic or facsimile offers will be considered**.

A12. Sub-Contractors: Proposers must list any sub-contractors that shall be used to accomplish the scope of services on the Proposed Schedule of Subcontractor Participation Form (Attachment "G"). If no subcontractors are going to be used, check the box for Subcontractors will not be utilized for this project at the top of the form.

A13. IRS Form W-9: Vendors that have not done business with the County or have not provided an updated W-9 Form within the last two (2) years must complete the IRS Form W-9, Request for Taxpayer Identification Number and Certification (Attachment "J") and submit with their bid.

A14. Bid Copies:

A. Electronic Submittals: Bids submitted electronically must include all required signatures and documentation.

B. Paper Submittals: If submitting a paper bid, the Bidder must also provide an identical electronic copy of the complete bid submittal on a USB flash drive. The electronic copy must include all required signatures and must be identical to the paper bid submitted. The USB flash drive must be included with the sealed paper bid, and all electronic files must be formatted to be readable using Microsoft® software products or Adobe® PDF software.

A15. Withdrawal of Bids: Bids may be withdrawn any time before the bid opening date. The Bidder may withdraw a bid without prejudice to itself, not later than the day and hour set for opening of bids, by communicating the purpose of the withdrawal in writing to the County. Thereafter, the bid will be returned to the Bidder unopened. **Bids may not be withdrawn for a period of ninety (90) days after the bid opening date.**

A16. Limitations on Liability: Bidders are advised that the County will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The County will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered unresponsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the County.

A17. Protests and Appeals: Any prospective bidder or respondent, or any bidder or respondent who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Protest in accordance with the terms and conditions of Section 3.5 of the Osceola County Administrative Code.

A18. Failure to comply with any of the foregoing instructions or any other essential element of the Invitation to Bid may result in the disqualification of the bid.

SECTION B. GENERAL PROVISIONS.

B1. Notice of Award: Notice of an award by Osceola County will constitute acceptance of the bid from the overall lowest priced, most responsive, and responsible Bidder. The bid package signed by the successful Bidder, along with documentation included in the Bidder's submittal, as required by this Invitation to Bid, and other additional materials submitted by the Bidder and accepted by the County, shall constitute the Bidder's response. At the County's discretion, either a purchase order or other award document such as an agreement will be issued by the County when appropriate to do so.

B2. Applicable Law, Venue, Jury Trial: Any contractual arrangement between Osceola County and the successful Bidder shall be consistent with, and be governed by, the ordinances of Osceola County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

B3. Appropriations/Fund Availability: Any agreement resulting from this solicitation is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes, all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded; however, the County reserves the right not to appropriate funds for an ongoing procurement if it is deemed in its best interest.

B4. Compliance with All Laws: The Bidder, by submission of this bid, certifies that the Bidder will provide the services agreed upon in a timely and professional manner in accordance with the specifications. In addition, the Bidder shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of the contractual agreement.

B5. Receiving/Payment/Invoicing: No payment will be made for materials ordered without proper purchase order authorization. Osceola County shall pay all Bidders pursuant to, and in accordance with, the promulgations set forth in Section 218.70, Florida Statutes, Florida's Prompt Payment Act. Payment shall not be made until the materials, goods, or services have been received,

inspected, and accepted by the County in the quality and quantity ordered. Payment will be accomplished by the submission of an invoice, in duplicate, with a Purchase Order Number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Osceola County cannot be made without prior written approval by the County.

B6. **Inspection/Acceptance/Title:** Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting department/office of the County, unless loss or damage results from negligence by the County or the requesting department/office.

B7. **Acceptance of Goods/Services:** Receipt of goods/services shall **not** constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets the Invitation to Bid specifications and conditions. Should the products/services differ in any respect from the specifications, payment will be withheld until such time as the Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the requesting department/office, the Procurement Services Office may authorize said department/office to refuse the final acceptance of the goods/services. Should a representative of Osceola County agree to accept the goods/services on the condition that the Bidder will correct its performance within a stipulated time period, then payment will be withheld until the services are performed as specified in the executed agreement.

B8. **Termination:**

(a) *Termination for Default*: The performance of the agreement may be terminated by Osceola County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Bidder has failed to meet the performance requirement(s) of the agreement.

(b) *Termination for Convenience*: The County reserves the right to terminate a contractual agreement, in whole or part, by giving the Bidder written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from Osceola County, the Bidder shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the agreement shall continue during such notice period, and the County shall continue to be responsible to the Bidder for the payment of any obligations to the extent that such responsibility has not been excused by breach of default of the Bidder.

(c) *Payment upon Termination:* Upon termination, the Bidder shall bill the County for all amounts not previously billed and due the Bidder at that time. The Bidder shall not be entitled to a professional fee, or expenses for any work commenced, or expenses incurred after the notice of termination was received by the Bidder, unless specifically approved or requested by the County. The Bidder shall, however, be entitled to payment for services commenced, completed, and approved by the County prior to the receipt of notice, or with the express written consent of the County, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the County. All such payments shall be subject to a set-off for any damages incurred by the County resulting from any delay occasioned by the early termination.

B9. **Insurance Requirement:**

(a) **Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Occupational License (Reference B10) with your bid submittal.**

(b) The successful Bidder(s) shall provide original certificates of Insurance, as outlined in Attachment B, to Osceola County Procurement Services within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to Osceola County and shall name Osceola County Board of County Commissioners and Osceola County as an Additional Insured.

(c) All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

B10. **Applicable Licensing:**

(a) *Local Business Tax Receipt (formerly Occupational License)*: If awarded the bid, the Tax Collector of Osceola County requires the Bidder to obtain an Osceola County Local Business Tax Receipt. Please contact the Tax Collector/Local Business Tax Receipt Office directly at 407-742-4000 for information concerning this requirement. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola County Local Business Tax Receipt, accompanied by a copy of the Local Business Tax Receipt of home state/county/city.

(b) *Other Licenses and Permits*: The Bidder, at its sole expense, shall obtain all required federal, state, and local licenses and/or permits required to successfully provide the services contained in a contractual agreement.

B11. Bid as Public Domain: All documents and other materials made or received in conjunction with this project will be subject to the public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. Bidders shall not submit pages marked "proprietary" or otherwise restricted.

B12. Relationship of the Parties: The Bidder shall act as an independent contractor and not as an employee of Osceola County. The Bidder will be required to indemnify, defend, hold, and save harmless the County, its officers, agents, and employees, from damages arising from the Bidder's performance of, or failure to perform, any task or duty required to be performed by the Bidder.

B13. Indemnification:

(a) The successful Bidder(s) agrees to be liable for any and all damages, losses, and expenses incurred by the County, caused by the acts and/or omissions of the Bidder, or any of its employees, agents, sub-contractors, representatives, or the like, in connection with the performance of obligations under a contractual agreement. The Bidder agrees to indemnify, defend, and hold the County harmless for any and all claims, suits, judgments or damages, losses, and expenses, including but not limited to court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the Bidder, or any of its employees, agents, sub-contractors, representatives, or the like, in connection with an agreement.

(b) The County agrees to be liable for any and all damages, losses, and expenses incurred by the successful Bidder(s), caused by the acts and/or omissions of the County, or any of its employees, agents, servants, representatives, or the like, in assisting the successful Bidder(s) in the performance of obligations under a contractual agreement. The County agrees to indemnify, defend, and hold the Bidder harmless for any and all claims, suits, judgments or damages, losses, and expenses, including but not limited to court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the County, or any of its employees, agents, servants, representatives, or the like, in connection with an agreement.

B14. Bankruptcy or Insolvency: If the successful Bidder shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder shall be appointed in any proceeding brought by or against the creditors, or proceedings shall be commenced on or against the successful Bidders' operations of the premises, the County reserves the right to terminate any contractual agreement immediately.

B15. Assignment: The successful Bidder will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the County.

B16. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver or a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

B17. Changes: The County reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B18. Modifications: In addition to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in Osceola County.

B19. Administrative Provisions: In the event the County issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter, or any other instrument is for the County's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon.

B20. **Taxes:** Osceola County is tax exempt. As such, the County does not pay State of Florida Sales Tax or Federal Excise Tax. The County's State Sales Tax Exemption number is 85-8013132398C-5 and the Federal Exemption Identification Number is 59-6000780.

B21. **Independent Pricing:** By submission of this bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that, in connection with this procurement:

(a) The prices in this bid have been arrived at independently, without consultation, communication, collusion, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

(b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,

(c) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

B22. **Public Entities Crimes:** A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid on a lease of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By completion and submittal of Attachment C and signature on this solicitation, the Bidder certifies that it is qualified to do business with Osceola County in accordance with the Florida Statutes.

B23. **Other Entity Use:**

(a) All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in its best interest to do so.

(b) Each governmental agency desiring to accept these bids, and making an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

(c) This solicitation in no way restricts or interferes with the right of any governmental agency to re-bid any or all items.

B24. **Conflict of Interest:** All Bidders must disclose, with the bid, the name of any officer, director, or agent who is also an officer or employee of Osceola County. Furthermore, all Bidders must disclose the name of any Osceola County officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches. Failure to disclose in this manner will result in the disqualification of the bid or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the County Administrative Code, Chapter 3, Section 3.9, Conflict of Interest. Please complete and submit Attachment D with your bid submittal. The County will seek damages for the recoupment of losses in having to re-bid or re-assign this solicitation.

B25. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this bid, and the Bidder's authorized signature, affixed to the bid, attests to this.

B26. **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

B27. **Public Emergencies:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative

that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the County. The Bidder agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the County with products and/or services not under the awarded Agreement, the County expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION C. SPECIAL PROVISIONS.

C1. Minimum Standards: Specifications listed herein describe the expected minimum standards. If any exceptions are taken, the Bidder is responsible for indicating on the bid form any deviations from the specifications, including an explanation, justification, or applicable literature for the deviation. The absence of this indication shall be considered complete compliance with the listed specifications. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid.

C2. Bidder's Specifications: Each Bidder shall make accurate statements in its bid.

C3. Not Bidding: If not bidding any or all items, please so state.

C4. Firm Prices: Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, F.O.B. DESTINATION, with the Bidder paying all delivery costs, and shall remain firm for the period of any agreement reached as a result of this solicitation. No additional fees or charges shall be accepted.

C5. Term of Agreement: An agreement may be awarded for a three (3) year term to begin upon approval and execution by the County; with the opportunity for additional one (1) or two (2) year renewal periods when in the best interest of the County.

C6. Estimated Quantities: As stewards of public funds, the County maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful Bidder to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of submittals. Quantities noted in the Invitation to Bid are estimates only and are intended as a guide in submitting the bid and in no way obligate the County to purchase this amount. The actual quantities purchased under this bid may be more or may be less.

C7. Option to Extend or Renew: The performance period of any contract or purchase order resulting from this Invitation to Bid may be extended upon mutual agreement between the Bidder and the County *with no change in terms or conditions*. Any extension of performance period under this provision shall be in the County's best interest and sole discretion. Any agreement or amendment to the agreement resulting from this solicitation shall be subject to fund availability and mutual written agreement between the County and the successful Bidder.

C8. Exercise of Option to Extend Term of Contract: If the County wishes to enter into an option period, the County shall request a written statement of desire into an extension of the performance period from the Bidder.

C9. Probationary Period: The first ninety (90) days of the contract are to be considered a "probationary" period. At the County's election, the successful Bidder's contract may be terminated, based on the performance of the Bidder, and a new award be granted without another formal bid.

C10. Supervision: The County shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the County, but solely to the Bidder, who, in turn, is responsible to the County.

C11. Pre-Award Inspection: Prior to the award of any agreement, the County reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the County.

C12. Existing Permits and Identification Numbers: Any and all permits, state licenses, including Department of Environmental

Protection (DEP) and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the County upon request.

C13. **Qualification of Bidder:** The Bidder must be a provider currently doing business with the general public, currently servicing a minimum of three (3) commercial accounts equal in size and scope to this bid, and be properly licensed to do business in the State of Florida. The Bidder, under its current business name, must also have a minimum of one (1) consecutive year of verifiable experience servicing commercial accounts equal in size and scope to this project.

C14. **Additional Information:** The Osceola County Procurement Services Office reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

C15. **Agreement:**

(a) An agreement may be required for this service and must be signed by the Bidder prior to execution by the County, whereupon the Bidder becomes the Contractor upon approval.
(b) **The provisions of said agreement contain similar language to the provisions contained in this Invitation to Bid.**
(c) The agreement shall be used as a basis for negotiation, and the County reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.
(d) The successful Bidder(s) shall execute and return the agreement to the County, within ten (10) days after receiving all contractual documents, performance, and payment bonds (if applicable), insurance verifications and any other documents required by this bid.
(e) **In no event shall an agreement be considered binding upon the County until it has been properly executed by all parties.**
(f) In conjunction with the agreement, a purchase order or other form of payment will be established by the County prior to the start of any project, service, or work by the Bidder.

C16. **Attachments:** All attachments are made an essential part of this bid and include the following:

(a) Attachment A – Statement of No Bid
(b) Attachment B – Insurance Requirements*
(c) Attachment C – Public Entities Crimes
(d) Attachment D – Conflict of Interest
(e) Attachment E – Drug-Free Workplace Certification
(f) Attachment F – Experience of Bidder
(g) Attachment G – Proposed Schedule Of Subcontractor Participation
(h) Attachment H - Reserved
(i) Attachment I – Articles of Incorporation / Corporate Documents
(j) Attachment J - IRS Form W-9, Taxpayer Identification Number and Certification
(k) Attachment K - Contractor Certification Regarding Scrutinized Companies
(l) Attachment L - Solicitation Response Identification Label
(m) Attachment M – Florida Statutory Certification

The successful Bidder must comply with the insurance requirements set forth in Attachment B. If a Bidder chooses not to bid on this Invitation to Bid, the Bidder is asked to please complete and return Attachment A.

C17. **Inadequate Service:** In cases where materials, goods or services are not properly delivered, the Bidder will either remedy the defect or be responsible for reimbursement of the difference to the County for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the County's sole discretion.

C18. **Failure of Performance and/or Delivery:** If the successful Bidder fails to perform as required per these specifications or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the County for any damages caused by the Bidder's failure to perform as stated.

C19. **Protection of Property:** At all times, the successful Bidder shall guard from damage or loss to property of the County, or of other Bidders or contractors, and shall replace or repair any loss or damage unless such damage is caused by the County, other Bidders, or contractors. The County may withhold payment, or make such deductions as it might deem necessary, to insure

reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

C20. **Unsatisfactory Work:** Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the County.

C21. **Service Requirements:** The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that Osceola County's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the County shall have the right to rescind the purchase order and award the project to another Bidder.

C22. **New Product:** Any and all products provided under this bid shall be new and unused.

C23. **Scrutinized Companies Clause:** Osceola County may not enter into any contract for $1 million or more with any company that is on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes. All responses to solicitations for goods and/or services equal to or in excess of $1 million shall be required to complete Attachment "K", certifying that the Respondent is not on any scrutinized companies list. All resulting contracts for $1 million or more shall be subject to termination by Osceola County, i) in the event the contracting vendor is put on a scrutinized companies list, or ii) the County determines that the certification provided in Attachment "K" was false. Exceptions to and penalties for violation of Section 287.135, Florida Statues, shall be in accordance with those set forth therein.

C24. **Most Favored Customer:** The County seeks and demands to be the most favored customer of each Bidder who does business with the County. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the County's under similar terms and conditions. The successful Bidder agrees to provide the County discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

C25. **Price Reduction Clause:** The County will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The County will shall request a price reduction from the date that the violation took place. The successful Bidder will owe the County a discount proportionately equal to that given the most favored customer.

C26. **Non-Exclusivity Clause:** Nothing herein is intended nor shall be construed as creating any all-encompassing arrangement with the successful Bidder. The awarded Agreement shall not restrict the County from acquiring goods and/or services outlined herein from other contractors, service providers, vendors, and/or sources.

C27. **Public Records Compliance:** If Bidder/Contractor will act on behalf of the County, as provided under section 119.011(2), Florida Statutes, the Bidder/Contractor subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

a) Keep and maintain public records required by the County in order to perform the service.
b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the County.
d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Bidder/Contractor or keep and maintain public records required by the County to perform the service. If the Bidder/Contractor transfers all public records to the County upon completion of the contract, the Bidder/Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the Bidder/Contractor keeps and maintains public records upon completion of the contract, the Bidder/Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the county.
e) If the Bidder/Contractor does not comply with a public records request, the County shall enforce the contract provisions in

accordance with the contract.

C28. **Foreign Country of Concern:** Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

1. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.
2. **Must complete Attachement "M".**

C29. **Forced Labor or Human Trafficking:**

1. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statures, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.
2. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.
3. **Must complete Attachment "M".**

SECTION D. AWARD OR REJECTION OF BIDS.

D1. **Award of Contract/Purchase Order:** Award will be made to the responsible Bidder most responsive to the solicitation with the lowest overall bid which meets the specifications.

D2. **Delivery:** Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

D3. **Split Award:** The County reserves the right to make an award to one Bidder, to split the award between Bidders, or to not award some or all items, depending on the best interest of the County. The County may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

D4. **Right to Cancel or Reject:** A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the County may be rejected, in whole or in part, without recourse, when it is in the best interest of the County in accordance with the Administrative Code, Chapter 3. The County reserves the right to reject any or all bids, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject the bids, or any part thereof, which, in its judgment, best serve the interest of the County. The County also reserves the right to reject the bid from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this bid is considered an operational cost of the Bidder and shall not be passed on to or be borne by the County.

D5. **Bid Results:** The bid tabulation sheet will be available thirty (30) days after the bid opening date or upon posting of the notice of an intended decision, whichever is earlier, and will be posted via the Osceola County VendorLink site: https://vendorlink.osceola.org. Bidders may also call the Osceola County Procurement Services Office at (407) 742-0900 for

results.

D6. **Best Prices:** An award will be made without further negotiation based upon competitive bids; therefore, the Bidder's best price should be submitted in response to this Invitation to Bid.

D7. **Reasonable Prices:** A reasonable unit price must be submitted for each work element. In the event that any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

D8. **Reserved**

D9. **SDVBE Participation Program:** The Osceola County Board of County Commissioners has established a Service-Disabled Veteran's Business Enterprise (SDVBE) Program to address the economic disadvantage of service-disabled veterans. Whenever the County is considering two (2) or more bids, proposals, or responses to a solicitation for the procurement of goods, services and/or construction, which are equal with respect to price, quality and services where at least one (1) response is from a certified SDVBE, the County shall award the agreement to the SDVBE.

If Bidders are utilizing Subcontractors, the Bidder must include a list of Subcontractors by completing **Attachment "G"**, Proposed Schedule of Subcontractor Participation, which identifies which firm is an SDVBE and the proposed Scope of Work to be performed by the Subcontractors.

D10. **Drug-Free Workplace Preference:** Certification of an implemented drug-free workplace program must be included with the bid when the bid is submitted. If your firm has implemented a drug-free workplace program, please complete Attachment E, Drug-Free Workplace Certification and include with your bid submittal.

D11. **Debarred Bidders:** The County reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the County's sole determination as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

D12. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered:

(a) The Bidder's ability, capacity, and skill to perform the contract or provide the service within the time specified.
(b) The reputation, judgment, and experience of the Bidder.
(c) The quality of performance of previous contracts or services, including previous performance with the County.
(d) Previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
(e) Financial resources of the Bidder to perform the contract or provide the service.
(f) Ability to provide future maintenance and service for the use of the subject of the contract.
(g) Whether the Bidder is in arrears to the County on a debt or contract, or is in default on surety to the County, or whether the Bidder's taxes or assessments are delinquent.

D13. **Employment Eligibility Verification (E-Verify):** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of an Agreement resulting from this solicitation is or will be funded using state or federal funds, the Bidder/Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder/Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the RECIPIENT is a state or local government, the Bidder/Contractor may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract(s), such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify

D14. **Sovereign Immunity:** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Solicitation to the

contrary, nothing in this Solicitation shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Solicitation shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

D15. Living Wage Incentives (LWI): It is the intent of the County, by providing opportunities to reward existing and/or new employers providing a Living Wage to their employees, to promote a just and sustainable local economy. As a result, Living Wage Certified (LWC) employers are strongly encouraged to participate in the County's solicitation processes. This is further encouraged through incentives**.**

Whenever the County is considering two (2) or more Bids, proposals, or responses to a Solicitation for the Procurement of Services, which are equal with respect to quality, and Services, where at least one (1) response is from a Living Wage Certified (LWC) employer who is willing to match the lowest bid received, the County shall award such Procurement or Contract to the LWC Bidder. If one (1) or more Bidders are entitled to this incentive, the LWC Bidder having the lowest Bid will be given the first opportunity to match. The aforementioned process will be used progressively as applicable.

SECTION E. SPECIFICATIONS FOR TELECOMMUNICATION SERVICES AT THE COUNTY'S LIBRARIES - ERATE.

E1. Summary:

(a) The successful bidder shall provide telecommunication service to various library locations in Osceola County. This includes Metro-Ethernet and Dedicated Internet Access (DIA)

(b) Osceola County realizes that some vendors may not be equipped to provide all services listed. If no one vendor can meet all the requirements, the County may elect to make a partial award or split the award among multiple vendors. Vendors are encouraged to bid on all the services they are competent to deliver. The County will evaluate proposals as a whole and consider any advantages of combined service packages, such as bundle discounts.

(c) Services locations are:

1. Hart Memorial Central, 211 East Dakin Avenue, Kissimmee, Florida 34741
2. St. Cloud Branch, 810 13th Street, Saint Cloud, Florida 34769
3. Buenaventura Lakes Branch, 405 Buenaventura Boulevard, Kissimmee, Florida 34743
4. Poinciana Branch, 101 North Doverplum Avenue, Kissimmee, Florida 34758
5. Kenansville Branch, 1154 South Canoe Creek Road, Kenansville, Florida 34739
6. West Osceola Branch, 305 Campus Street, Celebration, Florida 34747

E2. Important Dates:

(a) The County intends to execute an agreement with the awarded Bidder no later than March 20, 2022.

(b) The effective date of any resulting agreements will start July 1, 2022.

E3. E-Rate Services:

Because the service(s) specified are being submitted to the Schools and Libraries Division (SLD) of the FCC as part of "E-Rate" Universal Service Fund (USF) discount eligibility, all posting and response procedures must satisfy SLD E-Rate submission requirements, Florida State requirements and Osceola County Requirements.

(a) The bidder should have no record of unsatisfactory performance. Bidders who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Bidder, shall be presumed to be unable to meet this requirement

(b) The bidder should have the ability to maintain adequate files and records and meet statistical reporting and FCC requirements

(c) The bidder should have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail

(d) The pre-discount cost and description of all services and related components, where available, should be clearly identified on the bid in addition to the total pre-discount service cost. A complete description of the service, as required by the SLD, must be attached to, or submitted with, these costs.

(e) The response must also clearly state the permanent SLD Service Provider Identification Number (SPIN) and FCC Registration

Number for the provider of proposed services

(f) The response must include all labor, materials and other expenses necessary for the scope of this project.

(g) The successful vendor will be able to have a contract completed and submitted to the County by March 27, 2022.

E4. **Locations:** The library locations that will be covered under this solicitation are as follows:

(a) Hart Memorial (Central) Library, 211 East Dakin Avenue, Kissimmee, Florida 34741

(b) Veteran's Memorial (St. Could) Branch Library, 810 13th Street, Saint Cloud, Florida 34769

(c) Buenaventura Lakes (BVL) Branch Library, 405 Buenaventura Boulevard, Kissimmee, Florida 34743

(d) Poinciana Branch Library, 101 North Doverplum Avenue, Kissimmee, Florida 34758

(e) Kenansville Branch Library, 1154 South Canoe Creek Road, Kenansville, Florida 34739

(f) West Osceola Branch Library, 305 Campus Street, Celebration, Florida 34747

E5. **Configuration:** All branch libraries are currently interconnected by Metro-Ethernet to the Hart Memorial Central Library, which, in turn, is connected to the other branch locations. Dedicated Internet Access service is provided through the Hart Memorial Central Library location, with the branch libraries connecting to the Hart Memorial Central Library.

E6. **Metro-Ethernet and ISP Requirements:** Configurations regarding speed are broken into two lots. Pricing is requested based on the grouping shown below which vary based on the minimum bandwidth requested:

(a) **Lot 1 – Basic Speed – Metro-Ethernet and Dedicated Internet Access Services:**
The following information below outlines "Basic Speed" Metro-Ethernet and Dedicated Internet Access Services at each Library branch location:

1. Hart Memorial Central Library**:**

(1) A Metro-Ethernet Data circuit for connection to other library branches capable of providing a minimum of **1G** symmetrical bandwidth

(2) Dedicated Internet Access connection for Public and Staff capable of providing a minimum of **600Mbps** symmetrical bandwidth serving all branches within the Osceola Library system, via the connection at Hart Memorial Central Library.

2. St. Cloud Branch:
Metro-Ethernet Data circuit for connection to the Hart Memorial Central Library capable of providing a minimum of **200Mbps** symmetrical bandwidth

3. Buenaventura Lakes Branch
Metro-Ethernet Data circuit for connection to the Hart Memorial Central Library capable of providing a minimum of **200Mbps** symmetrical bandwidth

4. Poinciana Branch
Metro-Ethernet Data circuit for connection to the Hart Memorial Central Library capable of providing a minimum of **200Mbps** symmetrical bandwidth

5. Kenansville Branch
Metro-Ethernet Data circuit for connection to the Hart Memorial Central Library capable of providing a minimum of **100Mbps** symmetrical bandwidth

(b) **Lot 2 – Optional - Advanced Speed – Metro-Ethernet and Dedicated Internet Access Services:**
The following information below outlines "Advanced Speed" Metro-Ethernet and Dedicated Internet Access Services at each Library branch location:

1. Hart Memorial Central Library**:**

(1) A Metro-Ethernet Data circuit for connection to other library branches capable of providing a minimum of **2G** symmetrical bandwidth

(2) Dedicated Internet Access connection for Public and Staff capable of providing a minimum of **1G** symmetrical bandwidth.

2. St. Cloud Branch**:**
Metro-Ethernet Data circuit for connection to the Hart Memorial Central Library capable of providing a minimum of **300Mbps** symmetrical bandwidth

3. Buenaventura Lakes Branch

Metro-Ethernet Data circuit for connection to the Hart Memorial Central Library capable of providing a minimum of **300Mbps** symmetrical bandwidth

4. Poinciana Branch
   Metro-Ethernet Data circuit for connection to the Hart Memorial Central Library capable of providing a minimum of **300Mbps** symmetrical bandwidth
5. Kenansville Branch
   Metro-Ethernet Data circuit for connection to the Hart Memorial Central Library capable of providing a minimum of **200Mbps** symmetrical bandwidth

(c) **Lot 3 – Basic Speed – Metro-Ethernet – West Osceola (Celebration) Library:**
The following information below outline the "Basic Speed" Metro-Ethernet Services at the West Osceola (Celebration) Library Branch location:

1. **West Osceola Branch**
   Metro-Ethernet Data circuit for connection to the Hart Memorial Central Library capable of providing a minimum of **200Mbps** symmetrical bandwidth

(d) **Lot 4 – Optional - Advanced Speed – Metro-Ethernet – West Osceola (Celebration) Library:**
The following information below outline the "Advanced Speed" Metro-Ethernet Services at the West Osceola (Celebration) Library Branch location:

1. **West Osceola Branch**
   Metro-Ethernet Data circuit for connection to the Hart Memorial Central Library capable of providing a minimum of **300Mbps** symmetrical bandwidth

E7. **Pricing:** Bidders are asked to provide pricing on two groups of lots, Basic and Advanced. A recommendation for Award will be made based on Basic Speed pricing. Advanced Speed are options the County will consider as optional items. Bidders are also asked to provide the cost of implementing Metro-Ethernet and Dedicated Internet Access services at the various ranch library locations should there be a one-time recurring cost in addition to the recurring charges. If there is no charge for implementation, Bidders must state so in their Bid response.

NOTE: Speeds noted herein a MINIMUM speeds. Bidders should provide their bid for services that meet these speeds, at a minimum. However, Bidders may provide options for upgrades at various bandwidths with their bid response. These will be considered options.

E8. **Metro-Ethernet Service Requirements:** The awarded contractor shall provide Metro-Ethernet service that meets the requirements listed below:

(a) Layer 2 Ethernet over private MPLS
(b) Point-to-point and multipoint service
(c) Secure and reliable service with service level agreement (SLA) goals of 99.9% availability with quality of service (QoS) feature
(d) QoS option that provides four ways to prioritize traffic and an SLA goal of 99.9% availability on the highest level queue offered in 5 Mbps increments
(e) Aggregation Ports that support multiple Ethernet virtual connections (EVCs) for simplified management
(f) Protected Routing to physically separate the working and protect data links and provides an SLA goal of 99.99 percent availability
(g) Port Speeds: 100 Mbps, 1 Gbps, 10 Gbps
(h) Class of Service: Basic, Enhanced, Dedicated
(i) Availability SLA: 99.999%
(j) Latency Guarantees

E9. **Service Level Requirements**: The awarded contractor shall meet the minimum service level requirements listed below for providing the services described herein:

(a) Due to the storm prone conditions experienced in Central Florida, the County requests from the Contractor that as much as possible of the cabling infrastructure for providing the Metro-Ethernet service be buried as opposed to aerial.
(b) All of the IP (Internet Protocol) traffic to and from the County shall be routed utilizing optimal dynamic protocols based on best practices.

(c) The locations listed herein shall be on the same layer-2 logical network, so that "any-to-any" logical connections can be made between BCC routers using 802.1Q in 802.1Q encapsulation.

(d) Setup and installation shall not be later than sixty (60) days After Receipt of Order (ARO). Because the service(s) specified are being submitted to the Schools and Libraries Division (SLD) of the FCC as part of "E-Rate" Universal Service Fund (USF) discount eligibility, invoices for non-recurring charges related to setup and installation cannot be dated prior to July 1, 2021. If services begin on July 1, 2021, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1, 2021, and should be invoiced accordingly.

(e) The County shall have a minimum of thirty (30) days following installation and setup to test and accept the work provided by the Contractor.

(f) There shall be no limits on the quantity of 802.1Q tagged frames sent by the County.

(g) The County traffic between locations will implement CISCO or equivalent Quality of Service (QOS) features to separate Internet Protocol (IP) telephone, IP data and IP video traffic.

(h) The Contractor shall honor the QOS IP packets and related Virtual Local Area Network (VLAN) end-to-end without changing the QOS or VLAN.

(i) The Contractor shall proactively monitor the network and circuits to ensure the network and circuits are performing at optimal levels, and shall be available twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks per year.

(j) A toll free support hot line shall also be available twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks per year to report any problems with the circuits.

(k) The Contractor shall notify the County Information Technology Department representative in advance of any scheduled maintenance or demand maintenance that affects any or all circuits of the County prior to maintenance commencement. A minimum of seventy-two (72) hour notice shall be given except when the maintenance is as a result to address an immediate problem.

(l) Outage time shall be defined as the total time in a month that the Metro-Ethernet circuit is unable to transmit or receive data due to a circuit transport failure. Outage time is measured from the time the Contractor opens a trouble ticket to the time a problem is resolved. Outage time does not include outages of less than sixty (60) seconds in duration.

(m) The Contractor shall inform the County Information Technology Department representative within thirty (30) minutes after a problem is logged as to the cause of the problem, provide a trouble ticket number, and provide an estimated repair time.

(n) In the event of an outage as the result of a hardware failure of the Contractor supplied equipment, the Contractor shall dispatch a repair technician to the affected site to repair or replace the defective equipment.

(o) The Contractor shall provide the County notification and status updates every hour until the problem is resolved.

(p) The maximum acceptable time for the resolution of the problem shall not exceed two (2) hours. In the event that repair time exceeds two (2) hours, the monthly bill shall be pro-rated and the County shall receive credit for all down time experienced.

(q) If the outage time is between one (1) minute and one (1) hour, the Contractor shall supply a three (3) day service credit for the affected circuit, excluding taxes or surcharges.

(r) For each additional whole hour over one (1) hour, an additional one (1) day of circuit service credit shall be applied to the affected circuit.

(s) Three (3) or more outages on a given circuit in any thirty (30) day period shall result in service escalation and a review meeting between the Contractor and the County.

(t) The County Information Technology Department representative shall be able to request trouble ticket information from the Contractor in order to determine outage times and compare the outage time frames and analyze any expected service credits.

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[THE REMAINDER OF THIS SECTION INTENTIONALLY LEFT BLANK]

AR-27-16179-AS	**Due Date & Time: Tuesday, December 15, 2026 at 2:00 PM local time**	**Advertised Date(s): Sunday, November 8, 2026, and Thursday, November 12, 2026**
Procurement Representative: Arima Santana **Email: Arima.santana@osceola.org**	**Respond to: 1 Courthouse Square, Suite 3401, Kissimmee, FL 34741** **Phone: (407) 742-0900 Fax: (407) 742-0901**	
Title: Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized		

SECTION F. BID PRICE SCHEDULE.

Minimum Speeds are noted herein per Lot. Bidders must sign and return this Bid Price Schedule as part of their response. Do not change any of the information noted herein; doing so may disqualify your bid. If the Bidders minimum speed is greater than that noted here, Bidder should provide documentation that indicate the Lot number, location and minimum speed offered under the Basic Speed. Bidders may also do so regarding the optional Advanced Speed Lots. Evaluation of Bids will be based on pricing for Basic Speed options.

Lot 1 – Basic Speed - Metro-Ethernet and Dedicated Internet Access

Item	Description	Estimated Minimum Speeds	Unit Cost (A)	Estimated Quantity (Months) (B)	Extended Cost (A) * (B)= (C)	One-Time Charge(s) (D)	Estimated Total Costs (C) + (D) = (E)
1.1	**Metro-Ethernet Services:** Hart Memorial (Central) Library, 211 East Dakin Avenue, Kissimmee, Florida 34741	1 GB	$_____	36 Months	$_____	$_____	$_____
1.1a	**Broadband High-Speed Internet Access:** (Ethernet With Dedicated Internet Access (DIA)) – Hart Library	600 Mbps	$_____	36 Months	$_____	$_____	$_____
1.2	**Metro-Ethernet Services:** Veterans Memorial (St. Cloud) Branch Library, 810 13th Street, Saint Cloud, Florida 34769	200 Mbps	$_____	36 Months	$_____	$_____	$_____
1.3	**Metro-Ethernet Services:** Buenaventura Lakes Branch Library, 405 Buenaventura Boulevard, Kissimmee, Florida 34743	200 Mbps	$_____	36 Months	$_____	$_____	$_____
1.4	**Metro-Ethernet Services:** Poinciana Branch Library, 101 North Doverplum Avenue, Kissimmee, Florida 34758	200 Mbps	$_____	36 Months	$_____	$_____	$_____

AR-27-16179-AS	**Due Date & Time: Tuesday, December 15, 2026 at 2:00 PM local time**	**Advertised Date(s): Sunday, November 8, 2026, and Thursday, November 12, 2026**
Procurement Representative: Arima Santana **Email: Arima.santana@osceola.org**	**Respond to: 1 Courthouse Square, Suite 3401, Kissimmee, FL 34741** **Phone: (407) 742-0900 Fax: (407) 742-0901**	
Title: Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized		

Lot 1 – Basic Speed - Metro-Ethernet and Dedicated Internet Access

Item	Description	Estimated Minimum Speeds	Unit Cost (A)	Estimated Quantity (Months) (B)	Extended Cost (A) * (B)= (C)	One-Time Charge(s) (D)	Estimated Total Costs (C) + (D) = (E)
1.5	**Metro-Ethernet Services:** Kenansville Branch Library, 1154 South Canoe Creek Road, Kenansville, Florida 34739	100 Mbps	$_____	36 Months	$_____	$_____	$_____
					Total – Lot 1 – Basic Speed – Metro-Ethernet and Dedicated Internet Access		**$_____**

Lot 2 – Optional - Advanced Speed - Metro-Ethernet and Dedicated Internet Access

Item	Description	Estimated Minimum Speeds	Unit Cost (A)	Estimated Quantity (Months) (B)	Extended Cost (A) * (B)= (C)	One-Time Charge(s) (D)	Estimated Total Costs (C) + (D) = (E)
2.1	**Metro-Ethernet Services:** Hart Memorial (Central) Library, 211 East Dakin Avenue, Kissimmee, Florida 34741	2 GB	$_____	36 Months	$_____	$_____	$_____
2.1a	**Broadband High-Speed Internet Access** (Ethernet With Dedicated Internet Access (DIA)) – Hart Library	1 GB	$_____	36 Months	$_____	$_____	$_____
2.2	**Metro-Ethernet Services:** Veterans Memorial (St. Cloud) Branch Library, 810 13th Street, Saint Cloud, Florida 34769	300 Mbps	$_____	36 Months	$_____	$_____	$_____

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Procurement Representative: Arima Santana **Email: Arima.santana@osceola.org**	**Respond to: 1 Courthouse Square, Suite 3401, Kissimmee, FL 34741** **Phone: (407) 742-0900 Fax: (407) 742-0901**	
Title: Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized		

Lot 2 – Optional - Advanced Speed - Metro-Ethernet and Dedicated Internet Access

Item	Description	Estimated Minimum Speeds	Unit Cost (A)	Estimated Quantity (Months) (B)	Extended Cost (A) * (B)= (C)	One-Time Charge(s) (D)	Estimated Total Costs (C) + (D) = (E)
2.3	**Metro-Ethernet Services:** Buenaventura Lakes Branch Library, 405 Buenaventura Boulevard, Kissimmee, Florida 34743	300 Mbps	$_____	36 Months	$_____	$_____	$_____
2.4	**Metro-Ethernet Services:** Poinciana Branch Library, 101 North Doverplum Avenue, Kissimmee, Florida 34758	300 Mbps	$_____	36 Months	$_____	$_____	$_____
2.5	**Metro-Ethernet Services:** Kenansville Branch Library, 1154 South Canoe Creek Road, Kenansville, Florida 34739	200 Mbps	$_____	36 Months	$_____	$_____	$_____
					Total – Lot 2 – Advanced Speed - Metro-Ethernet and Dedicated Internet Access		**$_____**

Lot 3 – Basic Speed - Metro-Ethernet – West Osceola (Celebration) Library

Item	Description	Estimated Minimum Speeds	Unit Cost (A)	Estimated Quantity (Months) (B)	Extended Cost (A) * (B)=(C)	One-Time Charge(s) (D)	Estimated Total Costs (C) + (D) = (E)
3.1	**Metro-Ethernet Services:** West Osceola (Celebration) Branch Library, 305 Campus Street, Celebration, Florida 34747	200 Mbps	$_____	36 Months	$_____	$_____	$_____
					Total – Lot 3 – Basic Speed – West Osceola Library		**$_____**

AR-27-16179-AS	**Due Date & Time: Tuesday, December 15, 2026 at 2:00 PM local time**	**Advertised Date(s): Sunday, November 8, 2026, and Thursday, November 12, 2026**
Procurement Representative: Arima Santana **Email: Arima.santana@osceola.org**	**Respond to: 1 Courthouse Square, Suite 3401, Kissimmee, FL 34741** **Phone: (407) 742-0900 Fax: (407) 742-0901**	
Title: Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized		

Lot 4 – Optional – Advanced Speed - Metro-Ethernet – West Osceola (Celebration) Library							
Item	**Description**	**Estimated Minimum Speeds**	**Unit Cost (A)**	**Estimated Quantity (Months) (B)**	**Extended Cost (A) * (B)=(C)**	**One-Time Charge(s) (D)**	**Estimated Total Costs (C) + (D) = (E)**
4.1	**Metro-Ethernet Services:** West Osceola (Celebration) Branch Library, 305 Campus Street, Celebration, Florida 34747	300 Mbps	$_____	36 Months	$_____	$_____	$_____
					Total – Lot 4 – Advanced Speed – West Osceola Library		**$_____**

Item	**Cost**
Lot 1 – Basic Speed – Metro-Ethernet and Dedicated Internet Access	**$_____**
Lot 2 – Optional - Advanced Speed - Metro-Ethernet and Dedicated Internet Access	**$_____**
Lot 3 – Basis Speed – West Osceola Library	**$_____**
Lot 4 – Optional - Advanced Speed – West Osceola Library	**$_____**

AR-27-16179-AS	**Due Date & Time: Tuesday, December 15, 2026 at 2:00 PM local time**	**Advertised Date(s): Sunday, November 8, 2026, and Thursday, November 12, 2026**
Procurement Representative: Arima Santana **Email: Arima.santana@osceola.org**	**Respond to: 1 Courthouse Square, Suite 3401, Kissimmee, FL 34741** **Phone: (407) 742-0900 Fax: (407) 742-0901**	
Title: Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized		

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this bid document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the bid document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the bid documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the Procurement Services Office for the price set forth herein in "Section F". The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this bid document or as otherwise agreed to between the parties in writing.

_____ _____

Authorized Signatory Printed Name

_____ _____

Title Date

Mailing Address: _____

Phone/Fax/E Mail Address: _____

NOTARY:

STATE OF _____

COUNTY OF _____

Sworn and Subscribed before me this _____ day of _____, 20_____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

Authorized Signature: _____

Date: _____

>>>>Failure to submit this form **with your Bid** may disqualify your **submittal. <<<<**

AR-27-16179-AS	**Due Date & Time: Tuesday, December 15, 2026 at 2:00 PM local time**	**Advertised Date(s): Sunday, November 8, 2026, and Thursday, November 12, 2026**
Procurement Representative: Arima Santana **Email: Arima.santana@osceola.org**	**Respond to: 1 Courthouse Square, Suite 3401, Kissimmee, FL 34741** **Phone: (407) 742-0900 Fax: (407) 742-0901**	
Title: Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized		

SECTION G. CERTIFICATION OF BIDDER.

To the Procurement Services Office Director:

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that this bid is genuine, not a sham or collusive or made on behalf of another person, firm, or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any other person, firm, or corporation to submit a sham bid or refrain from submitting a bid; and that the undersigned has not in any manner sought collusion to secure an advantage over any other Bidder. By submittal of this bid, the undersigned agrees to abide by all terms and conditions set forth herein, including, but not limited to, the specifications, bid security, and timely delivery of the services and/or equipment to be procured hereby.

Please place a check mark (✓) next to each applicable required submittal documents listed below:

☐ Invitation to Bid cover page completed and signed (Page 1 of the solicitation document) - **REQUIRED**

☐ Completed and executed Certification of Bidder (Section G) - **REQUIRED**

☐ Proof of Current Insurance as defined in Section B9. - **REQUIRED**

☐ Occupational License / Osceola County Local Business Tax Receipt, as applicable - **REQUIRED**

☐ Public Entity Crimes, Attachment C - **REQUIRED**

☐ Conflict of Interest, Attachment D - **REQUIRED**

☐ Drug-Free Workplace Certification, Attachment E – if applicable

☐ Experience of Bidder, Attachment F - **REQUIRED**

☐ Proposed Schedule of Subcontractor Participation, Attachment G – **REQUIRED**

☐ Articles of Incorporation / Corporate Documents, Attachment I – **REQUIRED**

☐ Attachment J - IRS Form W-9, Taxpayer Identification Number and Certification

☐ Attachment K - Contractor Certification Regarding Scrutinized Companies, if applicable

☐ Attachment L - Solicitation Response Identification Label

☐ Attachment M – Florida Statutory Certification - **REQUIRED**

☐ Addendum Acknowledgement, if applicable

☐ Single USB Flash Drive containing entire bid submittal - **REQUIRED**

1. Acknowledgment is hereby made of receipt of addenda issued during the solicitation period:
   Addendum #_____through addendum # _____

2. If the Bidder is not successful as Prime Supplier, will the Bidder be willing to serve in a Secondary Supplier capacity under the same terms and conditions contained herein? Yes _____ No _____

3. Osceola County is currently contracted with Bank of America for the utilization of their VISA credit card. Please indicate whether your company will accept VISA payments for payment of services/commodities in lieu of a County check.
   Yes _____ No _____

4. If Bidder is willing to offer a prompt payment discount, list here: Discount _____ % within _____ days.

Signature of Authorized Representative:	**Date:**
Printed Name:	**Title:**

AR-27-16179-AS	**Due Date & Time: Tuesday, December 15, 2026 at 2:00 PM local time**	**Advertised Date(s): Sunday, November 8, 2026, and Thursday, November 12, 2026**
Procurement Representative: Arima Santana **Email: Arima.santana@osceola.org**	**Respond to: 1 Courthouse Square, Suite 3401, Kissimmee, FL 34741** **Phone: (407) 742-0900 Fax: (407) 742-0901**	
Title: Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized		

ATTACHMENT "A"
STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form, prior to the date shown for receipt of bids, to the **Osceola County Procurement Services Office, 1 Courthouse Square, Suite 3401, Kissimmee, Florida 34741**.

I/we have declined to bid on **AR-27-16179-AS,** Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidize, for the following reasons:

_____ Specifications are too "restrictive" (i.e. geared toward one brand or manufacturer) as explained below.

_____ Insufficient time to respond to Invitation to Bid

_____ I/we do not offer this product or equivalent

_____ My/our product sheet would not permit us to perform the services required

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear as explained below

_____ Other as specified below

Remarks:_____

_____

_____

I/we understand that if the "No Bid" letter is not executed and returned, my/our name may be deleted from the list of qualified Bidders for Osceola County for future projects.

_____
Typed Name and Title

_____
Signature and Title

_____
Company Name

_____
Address

_____
Telephone Number

_____
Date

_____
Email Address

ATTACHMENT "B"
INSURANCE REQUIREMENTS

A. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with the respective limits:

1. AUTOMOBILE PUBLIC LIABILITY
    a. $1,000,000 Combined Single Limit

2. GENERAL LIABILITY - One Million Dollars ($1,000,000) any single occurrence;
    a. Damage to Rented Premises – Fifty Thousand Dollars ($50,000) any single occurrence;
    b. Medical Expense – Five Thousand Dollars ($5,000) Any one person;
    c. Personal & Advertising Injury – One Million Dollars ($1,000,000)

3. GENERAL AGGREGATE – One Million Dollars ($1,000,000);

4. EXCESS/UMBRELLA COVERAGE – One Million Dollars ($1,000,000);

5. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – One Million Dollars ($1,000,000); and,

6. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the Work required hereunder and Employers' Liability insurance with limits not less than $1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation Statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.

C. **Certificates of Insurance:** The successful Bidder/Contractor and/or subcontractor shall provide the County's Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

AR-27-16179-AS	**Due Date & Time: Tuesday, December 15, 2026 at 2:00 PM local time**	**Advertised Date(s): Sunday, November 8, 2026, and Thursday, November 12, 2026**
Procurement Representative: Arima Santana **Email: Arima.santana@osceola.org**	**Respond to: 1 Courthouse Square, Suite 3401, Kissimmee, FL 34741** **Phone: (407) 742-0900 Fax: (407) 742-0901**	
Title: Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized		

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO OSCEOLA COUNTY PROCUREMENT SERVICES, 1 COURTHOUSE SQUARE, SUITE 3401, KISSIMMEE, FLORIDA 34741**

D. **County as Additional Insured:** The successful Bidder/Contractor shall name Osceola County and Osceola County Board of County Commissioners as an additional insured and certificate holder, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide the COUNTY with proof of same.

E. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. **Subcontractors:** The successful Bidder/Contractor shall ensure that any sub-contractor(s) hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain sufficient liability insurance commensurate with the scope/size of the project assigned. However, in no case shall any required insurance limit be less than One Million Dollars ($1,000,000), unless statutory limits apply. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the County.

G. **Loss Deductible Clause:** The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. **Additional Requirements:** All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

Authorized Signature:_____ Date: _____

The County reserves the unilateral right to modify the insurance requirements set forth at anytime during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH BID

>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

ATTACHMENT "C"
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number **AR-27-16179-AS**, for **Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized.**

2. This sworn statement is submitted by_____ whose business address is
   [Name of entity submitting sworn statement]
   _____and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship to the above is
   [Please print name of individual signing]
   _____.

4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal *law by* a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in section 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contenders.

6. I understand that "affiliate" as defined in section 287.133(l) (a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that is was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment C, Public Entities Crimes, is truthful and correct at the time of submission.

_____
AFFIANT

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID
>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

ATTACHMENT "D"
CONFLICT OF INTEREST STATEMENT

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

A. I am the _____of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____.

B. Said entity is submitting this bid/offer to **AR-27-16179-AS**, titled **"Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized"**.

C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.

I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Osceola County government.

J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment D, Conflict of Interest Statement, is truthful and correct at the time of submission.

_____
AFFIANT

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID

>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

ATTACHMENT "E"
DRUG-FREE WORKPLACE CERTIFICATION

The drug-free certification form below must be signed and returned with the bid.

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

(4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, 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.

(5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment E, Drug-Free Workplace Certification, is truthful and correct at the time of submission.

_____
AFFIANT

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID – IF APPLICABLE

ATTACHMENT "F"
EXPERIENCE OF BIDDER

The following questionnaire shall be completed by the Bidder to assist in the evaluation of the bid submittals.

1. **FIRM NAME:** _____

   Address: _____

   City/State/Zip: _____

   Phone: _____ Fax: _____

   Name of primary contact responsible for work performance: _____

   Phone: _____ Cell Phone: _____

   Email address: _____

   Name of alternate contact should primary not be available: _____

   Phone: _____ Cell Phone: _____

2. **PERSONNEL:** Please provide the current composition of your workforce:

Description	Number
Total Number of Employees	
Management	
Technical	
Clerical	

3. **EXPERIENCE:**

   Years in business: _____

   Years in business under this name: _____

   Years performing this type of work: _____

   Value of work now under contract: _____

   Value of work in place last year: _____

   Percentage (%) of work usually self-performed: _____

   Name of subcontractors you may use: _____

   Has firm: Failed to complete a contract: _____

   Been involved in bankruptcy or reorganization: _____

   Pending judgment claims or suits against firm: _____

   What company do you use for pre-employment criminal background checks? _____

4. **SAFETY:**

Have you had any OSHA fines within the last three (3) years? YES ☐ NO ☐

Have you had any job related fatalities within the last five (5) years? YES ☐ NO ☐

If you have answered **YES** to either of the above questions, you **MUST** submit, on a separate sheet, the details describing the circumstances surrounding each incident.

5. **INSURANCE AGENCY COMPANY NAME:** _____

Agent Contact:_____ Phone:_____

Total Bonding Capacity: $_____

Value of Work Presently Bonded: $_____

6. **LOCAL SERVICE FACILITY:**

Name of local service center:_____

Address of local service center:_____

_____

Telephone number:_____

Contact person:_____

7. **WORK EXPERIENCE:**

List your three (3) most significant commercial projects where the contract was similar in scope and size to this Bid completed in the last three (3) years:

Reference #1:

Company/Agency Name:_____

Address:_____

Contact Person:_____

Phone:_____ Fax:_____

Email address:_____

Project Description:_____

Contract $ Amount:_____

Date Completed:_____

Reference #2:

Company/Agency Name:_____

Address:_____

Contact Person:_____

Phone:_____ Fax:_____

Email address:_____

Project Description:_____

Contract $ Amount:_____

Date Completed:_____

Reference #3:

Company/Agency Name:_____

Address:_____

Contact Person:_____

Phone:_____ Fax:_____

Email address:_____

Project Description:_____

Contract $ Amount:_____

Date Completed:_____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment F, Experience of Bidder, is truthful and correct at the time of submission.

_____
AFFIANT

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20___, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID

>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

ATTACHMENT "G"
PROPOSED SCHEDULE OF SUBCONTRACTOR PARTICIPATION

☐ Subcontractors will not be utilized for this project.

Name of Contractor/Consultant:					
Project Title: [ENTER SOLICITATION TITLE]				**Project Number:[ENTER SOLICITATION #]**	
Date:				**Total Project Amount:**	
Subcontractor Name	**Subcontractor Vendor Code (if applicable)**	**Phone number**	**Scope of Work to be Subcontracted**	**Dollar Value**	**Percentage of Total Project Amount**

Vendor Code	**Code Description**
SDVBE	Service Disabled Veteran

The Bidder, _____, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with Osceola County.

I declare that I have read the terms and conditions of the solicitation and the statement in this bid submission are true to the best of my knowledge.

Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT "H"
Reserved

Attachment "I"
Articles of Incorporation / Corporate Documents

Bidder/Proposer must include a copy of their **State Certificate of Good Standing/Articles of Incorporation**, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document is authorized to bind the corporation. Examples include:

(a) A copy of the Articles of Incorporation listing the approved signatories of the corporation.
(b) A copy of a resolution listing the members of staff as authorized signatories for the company.
(c) A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Complete the information below and submit with the bid or proposal:

Type of Organization:

_____ Corporation _____ Partnership _____ Non-Profit

_____ Joint Venture _____ Sole Proprietorship _____ Limited Liability Company (LLC)

State of Incorporation: _____

Principal Place of Business: _____
City/County/State

Federal I.D. or Social Security Number: _____

PLEASE COMPLETE AND SUBMIT WITH BID
>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

AR-27-16179-AS	**Due Date & Time: Tuesday, December 15, 2026 at 2:00 PM local time**	**Advertised Date(s): Sunday, November 8, 2026, and Thursday, November 12, 2026**
Procurement Representative: Arima Santana **Email: Arima.santana@osceola.org**	**Respond to: 1 Courthouse Square, Suite 3401, Kissimmee, FL 34741** **Phone: (407) 742-0900 Fax: (407) 742-0901**	
Title: Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized		

Attachment "J"

Form W-9

Osceola County Board of County Commissioners
SUBSTITUTE W-9/VENDOR UPDATE FORM

This form is to be used by Divisions/Departments/Offices to request the Comptroller's Office to add a vendor currently not in the OneSolution System. Vendor to complete the information on this form.

Please print or type

Name (as shown on your income tax return). Name is required on this line; do not leave line blank.		
Business Name/disregarded entity name, if different from above		
Physical Address (Number, Street and Apt. or Suite No., City, State and ZIP Code (5 + 4)		
Contact Person	Phone # (w/area code)	Fax #(w/area code)
Email Address (1)	Web Site Address	
Remittance Address (Number, Street and Apt. or Suite No./ or PO Box No., City, State and ZIP Code (5 + 4)		

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). Foreign person to complete applicable W-8.

Social security number

or

Employer identification number

Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶....____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶.... _____

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exempt from FATCA reporting code (if any)

_____

(Applies to accounts maintained outside the U.S.)

Are any officers, owners, or partners employees of Osceola County? ☐ Yes ☐ No

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

***Osceola County collects your social security number for the following purposes: classification of accounts; identification and verification; billing and payments; reconciliation, tracking, and tax reporting. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.**

To be completed by the Division/Department/Office		
Requestor	Division/Department/Office	Date

To be completed by the Comptroller's Office		
Vendor #	Clerk's Initials	Date

Attachment "K"
Contractor Certification Regarding Scrutinized Companies
(Contracts of $1,000,000.00 or more)

Respondent/Contractor Name: _____

Contractor FEIN: _____

Contractor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida statutes, prohibits local governments from contracting with companies, for goods or services of one million dollars ($1,000,000.00) or more that are on the Scrutinized Companies List enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent/Contractor Name" is not listed on the Scrutinized Companies List. I understand that pursuant to section 287.135, Florida statutes, the submission of a false certification may subject company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: _____ Date: _____
Authorized Signature

Print Name: _____

Print Title: _____

Attachment "L"
Solicitation Response Identification Label

NOTICE TO ALL BIDDERS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

Osceola County requests that all visitors check-in at the Procurement Services reception desk. If you are hand-delivering a solicitation, a time/date stamp is available at the reception desk. The solicitation submittal envelope or package and label will be date stamped by a receptionist who will notify the appropriate Procurement staff. A record of all deliveries and delivery times will be documented at the Procurement Services reception desk and such record will be retained by Procurement Services.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

SEALED BID***DO NOT OPEN*****SEALED BID*****DO NOT OPEN**		
SOLICITATION NUMBER	AR-27-16179-AS	
SOLICITATION TITLE	Metro-Ethernet and Dedicated Internet Access for Osceola County Libraries – eRate Subsidized	
PROCUREMENT ANALYST	Arima Santana	
DUE DATE	**December 15, 2026**	**TIME: 2:00 P.M. Local Time**
BIDDER TO PROVIDE /COMPLETE INFORMATION BELOW		
FIRM NAME		
FIRM ADDRESS		
CITY, STATE, ZIP		

PLEASE DELIVER TO OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE.
1 Courthouse Square, Suite 3401, Kissimmee FL 34741

Bids may not be delivered to any other Osceola County office location. It is BIDDER'S responsibility to ensure that the bid is received in the Procurement Services Office by the stated date and time. Any bid received after this date and time will not be accepted or considered.

Attachment "M"

FLORIDA STATUTORY CERTIFICATIONS

Solicitation No.: _____
Solicitation Title: _____

Respondent/Vendor Name: _____

CERTIFICATIONS

By executing this Certification and Affidavit, the undersigned, as an authorized officer or representative of the Vendor/Entity identified above, makes the following certifications to the Osceola County Board of County Commissioners ("County"), as applicable to the solicitation, contract, renewal, or extension.

1. Use of Coercion for Labor or Services - Section 787.06, Florida Statutes

Pursuant to Section 787.06, Florida Statutes, the Vendor certifies that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

☐ Certified

2. Commodities Produced by Forced Labor - Section 287.1346, Florida Statutes

Applicable to contracts for the provision of commodities. The undersigned certifies, as a member of the Vendor's senior management, that, to the best of his or her knowledge, the commodities the Vendor is offering or providing to the County have not been produced, in whole or in part, by forced labor as defined in Section 287.1346, Florida Statutes.

The Vendor acknowledges its obligation under Section 287.1346, Florida Statutes, to notify the Florida Department of Management Services within thirty (30) days after gaining actual knowledge that the Vendor has provided to an agency a commodity produced, in whole or in part, by forced labor.

☐ Certified

☐ Not Applicable – Contract does not involve the provision of commodities

3. Foreign Country of Concern - Section 287.138, Florida Statutes

Applicable when the contract would grant the Vendor access to an individual's personal identifying information.

The Vendor certifies that it:

- Is not owned by the government of a Foreign Country of Concern;
- Is not subject to a Controlling Interest held by the government of a Foreign Country of Concern; and
- Is not organized under the laws of, and does not have its Principal Place of Business in, a Foreign Country of Concern, as those terms are defined in Section 287.138, Florida Statutes.

☐ Certified

☐ Not Applicable – Contract does not grant access to personal identifying information

4. Diversity, Equity, and Inclusion Materials - Section 287.139, Florida Statutes

The Vendor certifies that it does not and will not use County funds to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as provided in Section 287.139, Florida Statutes.

☐ Certified

CERTIFICATION AND SIGNATURE

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING CERTIFICATIONS AND THAT, TO THE EXTENT APPLICABLE, THE FACTS STATED IN THEM ARE TRUE.

Company Name: _____**Date:** _____

Authorized Signature: _____**Printed Name & Title:**_____

Email: _____**Phone:** _____

PLEASE COMPLETE AND SUBMIT WITH BID

>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<