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REQUEST FOR PROPOSAL AND CONTRACTOR ACKNOWLEDGEMENT FORM

POSTING DATE: **December 19, 2022**

PROCUREMENT CONTACT & EMAIL:
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RFP NUMBER AND TITLE:

RFP2211375 WAN and Internet Connectivity

RFP DUE DATE & TIME:

January 17, 2023, at 2:00 PM EST

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

QUESTION DEADLINE:

January 9, at 2:00 PM EST

PRE-PROPOSAL MEETING DATE & TIME Tuesday, January 6, 2023, at **9:00 AM EST**. The information to join this meeting is as follows:

Telephone Number: 415-655-0001

Access Code: 2317 223 4500

Link to Meeting: <https://ocps.webex.com/ocps/j.php?MTID=mf0bd7b40e0535df024493e31793fad05>

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

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____

EMAIL: _____

AUTHORIZED SIGNATURE: _____

TYPE OR PRINTED NAME: _____

TITLE: _____

DATE: _____

NOTICE: Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and School Board Rules.

RFP SUBMITTAL CHECKLIST

The following documents must be submitted in tab A of the Contractor's RFP submission:

- ☐ Request for Proposal and Contractor Acknowledgement – page #1
- ☐ Exhibit A - Office of Business Opportunity MWBE/LDB/VBE Subcontractor Participation Form
- ☐ Exhibit B - Drug-free Workplace Certification
- ☐ Exhibit C - Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
- ☐ Exhibit D - Byrd Anti-Lobbying Amendment Certification
- ☐ Exhibit F Price Proposal
- ☐ Certificate of Insurance
- ☐ If a Florida Corporation, a screenshot of “ACTIVE” status through www.sunbiz.org
- ☐ If a Non-Florida Corporation, a screenshot of “ACTIVE” status from the state in which the business was formed
- ☐ All Addenda (if applicable)

OVERVIEW AND INTENT

1. **Overview**

This RFP intends to solicit sealed proposals from qualified Contractor(s) to provide reliable, flexible, and scalable WAN connectivity and Internet access to the School Board of Orange County, Florida.

RFP Schedule: The following is a tentative schedule for the RFP process and all dates are subject to change.

Solicitation Posting	December 19, 2022
Pre-Proposal Conference	January 6, 2023
Request for Information Cut-off	January 9, 2023
Proposals Due	January 17, 2023
Proposal Evaluation Committee Meeting	January 23, 2023
Presentations/Interview (if required)	TBD
Board Approval Date	February 24, 2023

SCOPE OF WORK OR SERVICES

The Contractor must provide reliable, flexible, and scalable WAN connectivity and Internet access to the School Board of Orange County, Florida.

The Contractor must describe how the functional and technical requirements are to be achieved. If any feature or capability described is not included in the base price, please make this clear and include it as an option in your pricing proposal.

1. Contractor's Experience:

The Contractor shall have, at a minimum, a working knowledge of the federal Universal Service Program for Schools and Libraries (commonly known as "E-rate").

2. Licenses & Certifications:

Universal Service Fund (USF) Registration: The Contractor shall submit with its proposal a valid Service Provider Identification Number (SPIN) and a valid Federal Communications Commission Registration Number (FCCRN).

3. Service Requirements:

3.1. Universal Service (E-RATE) Requirements: The Contractor must agree to participate in the Universal Service Program for Schools and Libraries (commonly known as "E-rate") as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, "Universal Service"). The Contractor acknowledges that any contractual relationship resulting from this solicitation may be partially or entirely dependent upon the successful receipt of Universal Service Fund (USF) subsidies. To ensure compliance with all applicable USF regulations, program mandates, and auditing requirements, the Contractor must comply with this requirement.

3.2. USF Participation: The Contractor shall agree to participate in the E-rate Program and to cooperate fully with OCPS, the Universal Service Administrative Company (USAC), and any agency or organization administering the E-rate Program to ensure that OCPS receives all of the E-rate funding for which it has applied and to which it is entitled in connection with services and/or products received from the Contractor.

3.3. Lowest Corresponding Price: (LCP Rule), 47 CFR § 54.511 (b), prohibits the Contractor from charging OCPS more for E-rate eligible goods or services than it charges similarly situated non-residential customers for similar goods or services unless it can prove that the lowest corresponding price (LCP) is not compensatory.

- OCPS is not obligated to ask for the LCP; it must receive it.
- If at the time of delivery, the LCP is lower than the agreed-upon price, the Contractor must charge the LCP.
- Promotional rates that the Contractor offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
- There is a rebuttable presumption that rates offered within the previous three years are still compensatory.
- The Contractor may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to OCPS or that none of its contracts cover goods or services identical to those sought by OCPS.
- The FCC will permit the Contractor to charge OCPS more than the LCP only when it can prove that the LCP is not compensatory i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to OCPS than it would provide similar goods and/or services to similarly situated non-residential customers. Some factors that could affect the cost of service are volume, mileage from the facility, and length of Agreement.

- 3.4. **USF Documentation:** The Contractor shall provide to OCPS staff and/or OCPS's E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Contractor has or that the Contractor reasonably can acquire that OCPS may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.
- 3.5. **Invoicing Procedures:** The Contractor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. The Contractor must include the following information on all invoices to OCPS for E-rate eligible equipment and/or services:
- Date of invoice
 - Date(s) of service
 - Funding Request Number (FRN)
 - The Contractor's signature on the invoice attesting to the accuracy and completeness of all charges
 - Detailed description of services performed and materials supplied that match OCPS' contract specifications, Form 470 and Form 471 descriptions of the same
 - Clear, concise breakdown of amount(s) to be billed to USAC (the discounted portion of eligible charges) and amount(s) to be billed to OCPS (non-discounted amount of eligible charges)
 - Invoice on the Contractor's letterhead or on the Contractor's-generated form
 - OCPS' Billed Entity Number
 - OCPS' Federal Communications Commission Registration Number
 - Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (FCDL)
- 3.6. **Reimbursement Process:** Service Provider Annual Certification; the Contractor understands that OCPS' ability to file an FCC Form 472 to start the BEAR (Billed Entity Applicant Reimbursement Form) process is dependent upon the Contractor(s) filing a FCC Form 473, Service Provider Annual Certification form for the relevant funding year. The Contractor understands and agrees that its failure to file the Form 473 in a timely manner will adversely affect OCPS' operations and may prohibit OCPS from being able to receive the reimbursement monies that it is entitled to receive. If OCPS is unable to receive reimbursement money due to the lack of a Form 473 from the Contractor, the Contractor will be liable to OCPS for any monies that OCPS was unable to collect from the USF program due to the Contractor lack of a Form 473.
- 3.7. **Delayed USF Funding Commitment:** The Contractor understands that, due to circumstances beyond OCPS' control, OCPS may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from the Contractor during that funding year.
- 3.8. **Retroactive Invoicing:** When E-rate funding is approved, the Contractor shall invoice USAC for the discounted amount OCPS is owed retroactively to July 1st of the funding year or to whenever approved service to OCPS began, whichever date is later.
- 3.9. **USF Audit and Document Retention Requirements:** The Contractor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda, and other data relating to Contractor's services to OCPS. All such records shall be retained for ten (10) years following the completion of services and shall be subject to inspection and audit by OCPS. Contractor(s) shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing OCPS the same right to inspect and audit those records as set forth herein.

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

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the Agreement and OCPS' 470 and 471
- Ensuring that services or products are not provided to OCPS without express written permission or official purchase authorization
- Ensuring that OCPS-approved substitute services or products are prominently noted on invoices submitted to USAC and OCPS
- Where applicable, non-recurring services should be provided prior to September 30th, and recurring services provided prior to June 30th of the relevant E-rate funding year
- Supporting documentation sufficient to evidence that what was approved per the FCDL (Funding Commitment Decision Letter) and provided to OCPS was actually provided to OCPS and when
- If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed

4. Functional Requirements:

- 4.1. WAN and Internet Connectivity design must be able to provide connectivity that meets or exceeds what is described in this solicitation.
- 4.2. The management system must include online and remote monitoring abilities including sufficient licenses to include view access and execution of reports for any third-party hardware or software.
- 4.3. Proposed solution must seamlessly connect with various cloud solutions to allow for seamless integration with AWS, Azure, Skyward, Google and other national cloud providers as OCPS may designate.
- 4.4. The solution must be capable of generating alerts (at a minimum through email) to designated OCPS staff for any critical hardware or software events that may occur.
- 4.5. The proposed solution must be highly scalable, and be able to grow without disruption to existing service.
- 4.6. The solution must support the seamless addition of circuits and security devices as the environment grows.
- 4.7. Proposed solutions must integrate with the existing (or future) network environments, wired and wireless, to ensure seamless management and design.
- 4.8. Proposed solution must include a proposed WAN infrastructure design (with components and their respective capacity) that will support the proposed solution.
- 4.9. The solution must include necessary connectivity and credentials for designated OCPS ITS staff to view system statistics, metrics, and configuration files in near real-time.
- 4.10. Describe where the solution includes any system with high availability and fault tolerance needs.
- 4.11. OCPS must be allowed physical access to any co-located equipment located within the designated facility.

5. Technical Requirements:

- 5.1. **Internet Connectivity:** Must provide a circuit designed to provide fault-tolerant, high-availability Internet connectivity that meets the following:
- Tier 1 Internet Service Provider at a minimum of 150 Gbps connectivity
 - Capability for the client to monitor circuit usage and availability
 - Uptime must be 99.99% during the hours of 7:00 am to 4:30 pm
 - Uptime must be 99% for all other hours (excluding outages scheduled with OCPS)
 - Circuits must connect to OCPS WAN network providing Internet access to all connected sites
 - Provide full integrated connectivity to disaster recovery remote locations, of at least 5 Gbps
 - Provide an option to reduce or increase the circuit size as needed with a commensurate modification in price
 - Option for a fault-tolerant, highly available, next-generation enterprise firewall solution that is E-Rate eligible and is located between the Internet and WAN connections
 - Direct access to view the settings and logs of firewall devices
 - Option for a fault-tolerant, highly available, DDoS (Distributed Denial of Service) mitigation solution that is E-Rate eligible and is located between the Internet and WAN connections, with notifications to OCPS staff
- 5.2. **WAN Requirements:**
- All circuits must connect end sites to the internet and to each other
 - All circuits must provide an uptime of 99.9% for 24/7/365
 - Must be configured into a Multiprotocol Label Switching (MPLS) private cloud configuration or equivalent architecture
 - Must provide and maintain an up-to-date Cisco ASR 1K (or equivalent) with OCPS user mode access (read-only access required)
 - Must provide options for expanding connection speed at any site when required,
 - Option to reduce the circuit size into a lower speed connection with a commensurate price reduction with a goal to reduce operational costs in the summer.
 - Implementation of new infrastructure (if required) to be completed within 1 year of the signed Agreement.
 - Pricing for expansion in increments of 20 Gbps or greater
- 5.3. **Securing Internet:** Secured traffic to and from the Internet shall be provided and will need to meet the following requirements:
- Direct access to view the rule and policy setting and traffic logs of the firewall devices
 - Firewall traffic and system logs can be provided to the internal SIEM (Security Information and Event Management) solution.
 - The firewall system can be integrated with the AD (Active Directory)
 - The firewall troubleshooting tool is accessible and provided to the OCPS staff
 - Firewall policy and rule changes can be viewed and tracked
 - Infrastructure as a Service or Platform as a Service offering for IP Security devices is categorized as a Unified Threat Management System (UTM). The identified UTM systems must perform multiple security functions including, but not limited to
 - Enterprise firewall capabilities
 - Intrusion prevention
 - Data Loss Prevention (DLP)
 - LDAP/IAM integration
 - SIEM integration
 - SSL/TLS/SSH inspection
 - Deep packet inspection
 - Machine learning-based network anomaly detection
 - IP Geolocation and Reputation-based blocking options
 - Malware analytics and sandboxing
 - Application Awareness
 - DNS security

13. Zero trust capability and implementation
14. Threat intel-based detection in a single platform recognized for stability and effectiveness by a leading research firm (Gartner, Forrester, and the like). The platform must be able to maintain the Internet line rate speed even under sustained full load.
- g. System maintenance and upgrades shall be communicated and shall require approval from the OCPS staff before implementation.
- h. Platform as a Service offering for Web Content filtering that conforms to the following:
 1. OCPS is requiring the awarded Web Content/URL filtering solution to be:
 - i. A robust Web Content/URL filtering solution
 - ii. Sized and scalable to accommodate high-use surges in data flow including encrypted traffic, as well as be able to meet future needs and requirements.
 - iv. It is the Contractor's responsibility to provide all equipment associated with the delivery, maintenance, and growth of the web content/URL filtering solution in their response.
 - v. Failure to provide the necessary service to ensure OCPS complies with the Children's Internet Protection Act (CIPA) requirement will deem the Contractor incomplete and not considered for evaluation of the award.
 - vi. Deep packet inspection for all devices (managed & non-managed), such as IoT (Internet of Things), BYOD (bring your own device), etc.
 - vii. On-premise as well as off-network filtering solutions
 - viii. Must be compatible with all major web browsers (such as Chrome, Firefox, Edge, Safari, etc.)
 - ix. Must be compatible with all major Operating Systems platforms and flavors (Windows, MAC, iOS, Chromebook, Android, etc.)
 - x. Must have a web-based admin console (GUI) to administer the Content Filtering System
 - xi. Web traffic retention of 30 days+
 - xii. Robust Live/real-time reporting features and the ability to run reports on-demand or on a scheduled time/date. Also needs to include bandwidth utilization to help identify/expose potential risks/threats/misuse.
 - xiii. Must support SSL/TLS decryption services without degrading network performance
 - xiv. Must be able to identify and block access to suspicious applications used to circumvent filtering and getting through firewall systems. Examples - UltraSurf, Tor, OpenVPN, BitTorrent, Psiphon, and others as well as identifying new applications. This must be centrally managed using the filter manufacturers' centralized reporting tool. Preferably, also provide the ability to isolate users on any device anywhere anytime (Managed and Non-Managed devices).
 - xv. Seamless Directory Service Integration – Provides accurate and transparent user authentication. Supports LDAP, Active Directory, Open Directory, Google, RADIUS, NAC Systems, Cisco ISE, and more.
 - xvi. Granular Social Media Controls – The filtering system must have comprehensive granular controls of popular domains including, but not limited to: Google, YouTube, Facebook, Vimeo, Pinterest, etc. OCPS needs to provide more educational content in the classroom without jeopardizing safety by providing granular control over specific application functions such as searching, posting, sharing, app permissions, comments, and live chat.
 - xvii. YouTube Safety Mode and Channel Controls – OCPS must be able to use a filtering vendor that supports YouTube Safety Mode and manages YouTube channel access (i.e. Khan Academy). Must be able to set different policies for various user groups.
 - xviii. Technical Implementation & Support – 24/7 Technical Support & Services - Must be provided by filtering manufacturer with Network Engineers that are experienced/knowledgeable in large K-12 Education Networks. Must understand full K-12 Network integrations needed for a Hybrid/Gateway Filtering system.
 - xix. Prefer the ability to provide keyword searching & alert triggering
 - xx. Prefer the ability to integrate with various Network Access Control (NAC) systems.

6. **Current Services and Locations:**

Entity Name	Physical Address
Acceleration Academy-East	2274 S Semoran Blvd
Acceleration Academy-West	2751 Lake Stanley Rd
Aloma Elementary School	2949 Scarlet Rd
Alternative Centers Admin Office	2751 Lake Stanley Rd
Andover Elementary School	3100 Sanctuary Pt Blvd
Apopka Elementary School	311 Vick Road
Apopka High School	555 West Martin Street
Apopka Middle School	425 N Park Ave
Arbor Ridge School (K-8)	2900 Logandale Dr
Audubon Park K-8	1500 Falcon Dr
Avalon Elementary	13500 Tanja King Blvd
Avalon Middle	13914 Mailer Blvd
Azalea Park Elementary School	1 Carol Ave
Baldwin Park Elementary	1750 Common Way Road
Bay Lake Elementary School	12005 Silver Lake Park Dr.
Bay Meadows Elementary School	9150 S Apopka Vineland Rd
Beta School	4680 Lake Underhill Rd
Blankner School (K-8)	2500 South Mills Avenue
Bonneville Elementary School	14700 Sussex Dr
Bridgewater Middle School	5600 Tiny Road
Brookshire Elementary School	2500 Cady Way
Camelot Elementary	14501 Waterford Chase Pkwy
Carver Middle School	4500 West Columbia Street
Castle Creek Elementary	1245 N Avalon Park Blvd
Castlevue Elementary	9131 Taborfield Avenue
Catalina Elementary School	2448 29th Street
Chain of Lakes Middle School	8700 Conroy Windermere Rd
Cheney Elementary School	2000 N Forsyth Rd
Cherokee School	550 S Eola Dr
Chickasaw Elementary School	6900 Autumnvale Dr
Childrens Center for Education	434 W Kennedy Blvd
Citrus Elementary School	87 North Clarke Road
Clarcona Swing School	3607 Damon Rd
Clay Springs Elem School	555 N Wekiwa Springs Rd
Coalition for The Homeless	639 West Central Blvd
College Park Middle School	1201 Maury Rd
Colonial High School	6100 Oleander Dr
Columbia Elementary School	18501 Cypress Lake Glen Boulevard
Conway Elementary School	4100 Lake Margaret Dr

Conway Middle School	4600 Anderson Rd
Corner Lakes (Lake) Middle School	1700 Chuluota Road
Cypress Creek High School	1101 Bear Crossing Dr
Cypress Springs Elem School	10401 Cypress Pavilion Parkway
Deerwood Elementary School	1356 S Econlockhatchee Trl
Devereux Treatment Program	6147 Christian Way
Dillard Street Elem School	311 N Dillard Street
Discovery Middle School	601 Woodbury Rd
Dommerich Elementary School	601 North Thistle Lane
Dover Shores Elementary School	1200 Gaston Foster Rd
Dr. Phillips Elementary Sch	6909 Dr. Phillips Blvd
Dr. Phillips High School	6500 Turkey Lake Rd
Dream Lake Elementary School	500 N Park Ave
Eagle Creek Elementary	10025 Eagle Creek Sanctuary Boulevard
Eagles Nest Elementary School	5353 Metrowest Boulevard
East Lake Elementary School	3971 North Tanner Road
East Learning Community	601 Woodbury Rd
East River High School	650 East River Falcons Way
Eccleston Elementary School	1500 Aaron Ave
Edgewater High School	3100 Edgewater Dr
Endeavor Elementary School	13501 Balcombe Rd
Englewood Elementary School	5985 La Costa Drive
Eric Olson Bus Compound	2900 Bear Bryant Dr
Facilities Services	6501 Magic Way
Food and Nutrition Services	7700 Benrus Street
Forsyth Woods Elementary	6651 Curtis Street
Fort Gatlin Center	3909 S Summerlin Ave
Freedom High School	2500 Taft-Vineland Road
Freedom Middle School	2850 Taft Vineland Road
Gateway School	4000 Silver Star Rd
Glenridge Middle School	2900 Upper Park Rd
Gotha Middle School	9155 Gotha Rd
Hamlin Elementary School	16145 Silver Grove Blvd
Hamlin Middle School	16025 Silver Grove Blvd
Hiawassee Elementary School	6800 Hennepin Blvd
Hidden Oaks Elementary School	9051 Suburban Dr
Hillcrest Elementary School	1010 E Concord Street
Horizon High School	10393 Seidel Road
Horizon West Middle School	8200 Tattant Blvd
Hospital-Homebound	12301 Warrior Rd
Howard Middle School	800 E Robinson St

Hungerford Elementary School	230 Ruffle St
Hunters Creek Elem School	4650 Town Center Blvd
Hunters Creek Middle School	13400 Town Loop Blvd
Independence Elementary School	6255 New Independence Parkway
Innovation Middle School	13950 Storey Park Blvd
Ivey Lane Elementary School	209 North Silverton Street
John Young Elementary School	12550 Marsfield Ave
Jones High School	801 S Rio Grande Ave
Judson B. Walker Middle School	150 Amidon Ln
Kaley Professional Development	1600 E Kaley St
Keenes Crossing Elementary School	5240 Keene's Pheasant Dr
Kelly Park School	4700 Jason Dwelley Pkwy
Killarney Elementary School	2401 Wellington Blvd
Lake Buena Vista High School	11305 Daryl Carter Parkway
Lake Como K-8	2450 E Gore Street
Lake Destiny Communication	380 Lake Destiny Drive
Lake Gem Elementary School	4801 Bloodhound Street
Lake George Elementary School	4101 Gatlin Avenue
Lake Nona High School	12500 Narcoossee Road
Lake Nona Middle	13700 Narcoossee Road
Lake Silver Elementary School	2401 N Rio Grande Ave
Lake Sybelia Elementary School	600 Sandspur Rd
Lake Weston Elementary School	5500 Milan Drive
Lake Whitney Elementary School	1351 Windermere Rd
Lakemont Elementary School	901 N Lakemont Ave
Lakeview Middle School	1200 W Bay St
Lakeville Elementary School	2015 Lakeville Road
Lancaster Elementary School	6700 Sheryl Ann Dr
Laureate Park Elementary School	7800 Laureate Boulevard
Lawton Chiles Elementary School	11001 Bloomfield Drive
Legacy Middle School	11398 Lk Underhill Road
Liberty Middle School	3405 S Chickasaw Trl
Little River Elementary School	100 Caswell Dr
Lockhart Elementary School	7500 Edgewater Dr
Lockhart Middle School	3411 Doctor Love Rd
Lovell Elementary School	815 Roger Williams Road
Magnolia Special Education	1900 Matterhorne Road
Maintenance - North East Herndon	3623 East Amelia Street
Maitland Middle School	701 N Thistle Lane
Maynard Evans High	4949 Silver Star Rd
Meadow Woods Elementary School	500 Rhode Island Woods Cir

Meadow Woods Middle School	1800 Rhode Island Woods Circle
Meadowbrook Middle School	6000 North Ln
Memorial Middle School	2220 West 29th St
Metro West Elementary School	1801 Lake Vilma Dr
Michael McCoy Elementary School	5225 S Semoran Blvd
Millennia Elementary	5301 Cypress Creek Blvd.
Millennia Gardens Elementary School	3515 Gardens Ridge Way
Mollie Ray Elementary School	2000 Beecher St
Moss Park Elementary School	9301 North Shore Golf Club Blvd.
North Lake Park Community School	9055 Northlake Parkway
North Learning Community	5146 North Pine Hills Road, Ste 100
Oak Hill Elementary School	11 S Hiawassee Rd
Oak Ridge High School	700 West Oak Ridge Road
Oakshire Elementary School	14501 Oakshire Boulevard
Ocoee Elementary School	400 S Lakewood Ave
Ocoee High School	1925 Ocoee Crown Point Parkway
Ocoee Middle School	300 S Bluford Ave
OCPS Academic Center Of Excellence	701 W. Livingston Street
OCVS Academy	1600 Silver Star Rd.
Odyssey Middle	9290 Lee Vista Blvd
Olympia High	4301 S Apopka-Vineland Rd
Orange Center Elem School	621 S Texas Avenue
Orange County Data Center	4300 S John Young Parkway
Orange Technical College-Mid-Florida Campus	2900 W Oak Ridge Rd
Orange Technical College-Orlando Campus	301 W Amelia St
Orange Technical College-Westside Campus	955 E Story Rd
Orange Technical College-Winter Park Campus	901 W Webster Ave
Orange Youth Academy	3150 39th St
Orlando Gifted Academy	1121 N Fern Creek Avenue
Orlando Regional Juvenile Detention Center	2800 S Bumby Avenue
Orlando Technical College - Avalon Campus	2201 Crowne Hill Blvd.
Orlo Vista Elementary School	3 N Hastings St
Pace Center for Girls - Orange	445 North Wymore Road
Palm Lake Elementary School	8000 Pin Oak Dr
Palmetto Elementary School	2015 Duskin Ave
Panther Lake Elementary School	10151 Summerlake Groves St
Pershing Elementary School	1800 Pershing Ave
Phillis Wheatley Elementary School	1475 Marvin C. Zanders Avenue
Piedmont Lakes Middle School	2601 Lakeville Rd
Pinar Elementary School	3701 Anthony Ln
Pine Castle - Pershing Elementary School	905 Waltham Avenue

Pine Hills Elementary School	1006 Ferndell Rd
Pine Hills Transportation	5140 N Pine Hills Rd
Pineloch Elementary School	3101 Woods Ave
Pinewood Elementary School	3005 N Apopka Vineland
Positive Pathways Transition Center	6125 N Orange Blossom Trail
Prairie Lake Elementary School	8723 Hackney Prairie Road
Princeton Elementary School	311 W Princeton St
Professional Development Center	1600 E Kaley St
Project Compass	7531 South Orange Blossom Trail
Randall Academy High School	3307 Clarcona Road
Ridgewood Park Elem School	3401 Pioneer Rd
Riverdale Elementary School	11301 Lokanotosa Trail
Riverside Elementary School	3125 Pembroke Dr
Roberto Clemente Middle School	6000 Roberto Clemente Rd
Robinswood Middle School	6305 Balboa Dr
Rock Lake Elementary School	408 N Tampa Ave
Rock Springs Elementary School	2400 Rock Springs Rd
Rolling Hills Elem School	4903 Donovan St
Ronald Blocker Educational Leadership Center	445 W Amelia St
Rosemont Elementary School	4650 Point Lookout Rd
Sadler Elementary School	4000 W Oak Ridge Rd
Sally Ride Elementary School	9601 11th Ave
Sand Lake Elementary School	8301 Buena Vista Woods Blvd
Shenandoah Elementary School	4827 S Conway Rd
Shingle Creek Elementary Sch	5620 Harcourt Ave
Silver Pines Academy K-12 Learning Center	1906 Matterhorn Road
Simon Youth Academy	5253 International Drive, Suite D/E
South Creek Middle School	3801 East Wetherbee Rd
Southwest Middle School	6450 Dr. Phillips Blvd
Southwood Elementary School	12600 Bisted Dr
Spring Lake Elementary School	1105 Sarah Lee Lane
Stone Lakes Elementary	15200 Stoneybrooke Blvd
Stonewyck Elementary School	3001 Stonewyck St
Summerlake Elementary	15490 Porter Rd
Sun Blaze Elementary School	9101 Randal Park Blvd
Sunridge Elementary School	14455 Sunridge Blvd
Sunridge Middle School	14955 Sunridge Blvd
Sunrise Elementary School	101 Lone Palm Road
Sunset Park Elementary School	12050 Overstreet Road
Sunshine Elementary	13225 International Drive
Tampa Ave Center	434 N Tampa Ave

Tangelo Park Elementary School	5115 Anzio St
Thornebrooke Elementary School	601 Thornebrooke Drive
Three Points Elementary	4001 S Goldenrod Rd
Tildenville Elementary School	1221 Brick Rd
Timber Creek High School	1001 Avalon Park Blvd
Timber Lakes Elementary School	2149 Crown Hill Boulevard
Timber Springs Middle School	16001 Timber Park Lane
Transportation Apopka Ms	425 N Park Ave
Transportation Hanging Moss	6721 Hanging Moss Road
Transportation Lake Nona	8105 Mccoy Rd
Union Park Elementary School	1600 N Dean Rd
Union Park Middle School	1844 Westfall Dr
Universal Education Center	1000 Universal Studios Plz
University High School	2450 Cougar Way
Ventura Elementary School	4400 Woodgate Blvd
Village Park Elementary	12253 Lake Nona Gateway Road
Village School	1718 E Michigan St
Vista Lakes Elementary	6050 Lake Champlain Dr
Vista Pointe Elementary	6900 Market Place Dr.
Washington Shores Elem School	944 W Lake Mann Dr
Water Spring Elementary	16000 Water Spring Blvd
Waterbridge Elementary School	11100 Galvin Dr
Waterford Elementary School	12950 Lake Underhill Rd
Wedgfield K-8	3835 Bancroft Blvd.
Wekiva High School	2501 N. Hiawassee Rd.
West Creek Elementary School	5056 Tacon Drive
West Learning Community	1399 Windermere Rd
West Oaks Elementary School	905 Dorscher Road
West Orange High School	1625 Beulah Rd
Westbrooke Elementary School	500 Tonymyn Boulevard
Westpointe Elementary School	7525 Westpointe Blvd
Westridge Middle School	3800 W Oak Ridge Rd
Wetherbee Elementary	701 East Wetherbee Road
Whispering Oak Elementary School	15300 Stoneybrook West Parkway
William Frangus Elementary School	380 Killington Way
William Maxey Elementary School	602 E Story Rd
William R Boone High	1000 East Kaley Street
Windermere Elementary School	11125 Park Ave
Windermere High School	5523 Winter Garden-Vineland Road
Windy Ridge School (K-8)	3900 Beech Tree Dr
Winegard Elementary School	7055 Winegard Rd

Winter Park High School	2100 Summerfield Rd
Wolf Lake Elementary	1771 W Ponkan Road
Wolf Lake Middle School	1725 W Ponkan Road
Wyndham Lakes Elementary	14362 Wyndham Lake Blvd
Zellwood Elementary School	3551 Washington Ave

7.

7. **Additional Services:** As OCPS continues to expand the digital learning base, advances in Web content filtering are required. OCPS is looking to explore options for this service that will provide the expandable services OCPS requires as OCPS continues to migrate to a fully digital learning school district. Contractor has the option of submitting a proposal for this section as a stand-alone service or in conjunction with the WAN and Internet Connectivity services listed in items 1 through 6 of the Scope of Work or Services of this solicitation.

7.1 Platform as a Service: Must offer Web Content filtering that conforms to the following:

- a. Robust Web Content/URL filtering solution which is highly scalable, reliable, and stable.
- b. Sized & scalable to accommodate high-use surges in data flow including encrypted traffic, as well as be able to meet future needs and requirements.
- c. Must provide all equipment associated with the delivery, maintenance, and growth of the web content/URL filtering solution in their response.
- d. Must provide the necessary service to ensure OCPS complies with the Children's Internet Protection Act (CIPA) requirement will deem the Contractor incomplete and not considered for evaluation of the award.
- e. Deep packet inspection for all devices (managed & non-managed), such as IoT and BYOD, etc.
- f. On-premise as well as off-network filtering solutions
- g. Must be compatible with all major web browsers (such as Chrome, Firefox, Edge, Safari, etc.)
- h. Must be compatible with all major Operating Systems platforms and flavors (Windows, MAC, iOS, Chromebook, Android, etc.)
- i. Must have a web-based admin console (GUI) to administer the Content Filtering System
- j. Web traffic retention of 30 days+
- k. Robust Live/real-time reporting features & the ability to run reports on-demand, or on a scheduled time/date. Also needs to include bandwidth utilization to help identify/expose potential risks/threats/misuse.
- l. Must support SSL/TLS decryption services without degrading network performance
- m. Must be able to identify and block access to suspicious applications used to circumvent filtering and get through firewall systems. Examples - UltraSurf, Tor, OpenVPN, BitTorrent, Psiphon, and others as well as identifying new applications. This must be centrally managed using the filter manufacturers' centralized reporting tool. Preferably, also provide the ability to isolate users on any device anywhere anytime (Managed and Non-Managed devices).

- n. Seamless Directory Service Integration – Provides accurate and transparent user authentication. Supports LDAP, Active Directory, Open Directory, Google, RADIUS, NAC Systems, Cisco ISE, and more.
- o. Granular Social Media Controls – The filtering system must have comprehensive granular controls of popular domains including, but not limited to: Google, YouTube, Facebook, Vimeo, Pinterest, etc. OCPS needs to provide more educational content in the classroom without jeopardizing safety by providing granular control over specific application functions such as searching, posting, sharing, app permissions, comments, and live chat.
- p. YouTube Safety Mode and Channel Controls – OCPS must be able to use a filtering vendor that supports YouTube Safety Mode and manages YouTube channel access (i.e. Khan Academy). Must be able to set different policies for various user groups.
- q. Technical Implementation & Support – 24/7 Technical Support & Services - Must be provided by filtering manufacturers with Network Engineers that are experienced/knowledgeable in large K-12 Education Networks. Must understand full K-12 Network integrations needed for a Hybrid/Gateway Filtering system.
- r. Prefer the ability to provide keyword searching & alert triggering.
- s. Prefer the ability to integrate with various Network Access Control (NAC) systems.

GENERAL TERMS AND CONDITIONS

1. **Definitions**

The School Board of Orange County, Florida may be referred to as “Board”, “School Board”, “District,” or “OCPS” herein

The term “Contractor” shall refer to the company, individual, or organization that responds to this RFP and/or is awarded this RFP.

2. **Length of Agreement and Renewals:** This RFP intends to establish an Agreement for an initial period of **five (5) years with five (5) additional one-year** renewal options at the same prices, terms, conditions, and specifications upon mutual agreement by OCPS and the Contractor. Renewals must be in writing, with the signature of the Contractor’s authorized representative and OCPS.
3. **Cancellation:** OCPS reserves the right to cancel this Request for Proposal, in whole or in part, when it is in OCPS’ best interest. Notice of cancellation will be posted on the OCPS Contractor(s)Link site.
4. **RFP Submission:** RFP submittals are due at the date and time indicated on the Contractor Acknowledgement Form or as amended in the form of an addendum issued by Procurement Services.

All solicitations and supporting documents will be posted on VendorLink at www.vendorlink.ocps.net. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates.

It is the sole responsibility of the Contractor to ensure that their RFP response is submitted through VendorLink no later than the time and date specified in the RFP or subsequent addenda. The Contractor is responsible for allowing adequate time to upload their submittal on VendorLink. If technical difficulties arise during the submission of the RFP response, it is the Contractor’s responsibility to contact VendorLink technical support at support@evendorlink.com. OCPS shall not be responsible for delays caused by any occurrence. Submittals sent by mail, facsimile, electronic mail, telephone, or any other means not specified herein will not be accepted. RFP submittals may not be withdrawn after the RFP due date. All RFP submissions must be transmitted electronically through VendorLink at www.vendorlink.ocps.net. Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or. ZIP file formats and printing must be enabled on all files submitted. Once the RFP response is submitted, a confirmation email will be sent with the number and name of the documents uploaded.

5. **Execution of RFP Submittal:** Each RFP submittal must include the signature of an officer or employee having authority to bind the Contractor in the space(s) provided.
6. **Interpretation of RFP Documents:** No interpretation of the meaning of this RFP document or correction of any ambiguity, inconsistency, or error therein will be made verbally to any party. All requests for an interpretation or clarification of this RFP, and any subsequent addenda, or correction of any apparent ambiguity, inconsistency, or error will be addressed in writing by the OCPS Procurement Services Representative. Inquiries must reference the date of RFP opening, RFP title, and RFP number. Interpretation of the RFP, clarification of RFP specifications, and changes to the RFP shall be communicated by written addenda only. Only the written interpretation or correction given by the Procurement Services Representative shall be binding. Verbal responses shall be considered inadmissible in RFP protest proceedings. Contractors are advised that no other source is authorized to interpret, explain, clarify or give information regarding the RFP documents. Written addenda shall be signed by the Contractor and returned with the RFP submission. Failure to return such addenda may constitute cause for rejection of an RFP submittal.
7. **RFP Preparation Costs:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP.

8. **Public Records:**

OCPS is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law.

8.1. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OCPS CUSTODIAN OF PUBLIC RECORDS AT 407.317.3965, RECORDS@OCPS.NET, ORANGE COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, P.O. BOX 271, ORLANDO, FL 32802.**

8.2. The Contractor acknowledges its legal obligation to comply with Section 119.0701, Florida Statutes. The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by OCPS to perform the scope of services. The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to OCPS, all public records in the possession of the Contractor upon a request for such public records. See Section 119.0701(2)(b)4, Florida Statutes, for additional record-keeping requirements.

8.3. A request to inspect or copy public records relating to OCPS' Agreement for services must be made directly to OCPS' Custodian of Public Records. If OCPS does not possess the requested records, OCPS' Custodian of Public Records shall immediately notify the Contractor of the request. The Contractor must provide a copy of the records to OCPS or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. If the Contractor does not timely comply with OCPS' request for records, OCPS shall be able to sue for breach of Agreement and the prevailing party shall be entitled to attorney's fees.

8.4. Should the Contractor fail to provide the requested public records to OCPS within a reasonable time, the Contractor understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, Florida Statutes.

8.5. The Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if the Contractor does not transfer the records to OCPS. Upon completion, expiration, or termination of this RFP, the Contractor shall transfer, at no cost to OCPS, all public records in its possession or keep and maintain public records required by OCPS to perform the services. If the Contractor transfers all public records to OCPS, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion, expiration, or termination of this RFP, the Contractor shall meet all applicable requirements for retaining public records and provide requested records to OCPS under the requirements of this Article. All public records stored electronically must be provided to OCPS in a format that is compatible with the information technology systems of OCPS.

9. **Non-Collusion:** The prices in the Contractor's submittal have been arrived at independently, without consultation, collusion, communication, or agreement to restrict competition, as to any matter relating to such prices with any other Contractor or with any competitor.

10. **Conflict of Interest:** In addition to complete adherence to the requirements provided in Section 112.313, F.S., all Contractors must disclose the name of any officer, director, agent, or representative who is also an employee of OCPS, who knowingly owns, directly or indirectly, any interest of any amount in Contractor's company, firm, or business, or who derives income of any kind from Contractor's company, firm or business.
11. **Protests:** In accordance with OCPS School Board Policy DJE and Chapter 120, Florida Statutes, any person who is adversely affected by the terms, conditions, or specifications outlined in this RFP or who is adversely affected by a decision of OCPS concerning the solicitation shall file a Notice of Intent to Protest, in writing within 72 hours after the solicitation document is posted or after the notice of decision is posted, respectively, excluding Saturdays, Sundays, and state holidays. A formal written protest shall be filed no later than 10 days after the Notice of Intent to Protest is filed, excluding Saturdays, Sundays, and state holidays. The formal written protest must be accompanied by a protest bond, cashier's check, or money order in the amount of one percent (1%) of the total estimated Agreement value. The estimated contract value of this RFP is \$15,000,000.

The Notice of Intent to Protest and formal written protest shall be filed at the following address:

The School Board of Orange County, Florida
Senior Director, Procurement Services
445 West Amelia Street
Orlando, Florida 32801

The formal written protest shall state, with particularity, the facts and law upon which the protest is based. Failure to file a Notice of Intent to Protest, formal written protest, or failure to post the bond, cashier's check, or money order within the time frames or in the manner described above shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

12. **No-Contact Period / Lobbying:** In accordance with School Board Policy KCE, During the No Contact Period, no Lobbyist, Principal, Business Associate, Business Entity, Vendor, or other people may lobby a Board Member, the Superintendent, any Procurement Official or any OCPS employees except (a) any designated Procurement Official or Officials who may be identified in the procurement documents for purposes of receiving questions or clarifications or for receiving bid protests; and (b) a Board Member, the Superintendent, any Procurement Official or any OCPS employee who is lobbied on issues or matters unrelated to the procurement of goods and services which are subject to the No Contact Period.

The No-Contact Period shall commence on the initial date of the advertisement for this RFP and continue through and include the date the School Board makes its determination to approve or reject the final recommendations. Failure to meet any of these requirements may disqualify the Contractor from consideration.

13. **Laws and Regulations:** Applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all RFPs received in response hereto and shall govern any claims and disputes which may arise between the Contractors submitting a response hereto and OCPS by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.
14. **Patents, Copyrights, and Royalties:** The Contractor, without exception, shall indemnify, defend, and hold harmless the School Board of Orange County, Florida, and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by the OCPS. If the Contractor uses any design, device, or materials covered by letters, patents, or copyright, it is mutually agreed and understood without exception its RFP prices shall include all

royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

15. **Marketing/Advertising:** By submitting or being awarded this RFP, the Contractor agrees not to use the results as a part of any marketing and/or commercial advertising using OCPS' name, logos, etc. without the express written consent of OCPS.
16. **Purchases by Other Public Agencies/Piggyback:** With the consent and agreement of the Contractor, purchases may be made under this solicitation and resulting Agreement by other governmental agencies, political subdivisions within the State of Florida, or any other public entity. Such purchases shall be governed by the same terms and conditions stated herein. Further, it is understood that each agency will issue its own purchase order to the Contractor. This agreement in no way restricts or interferes with the right of any other public agency to rebid any or all of these items.
17. **Right to Use Existing Contracts / Non-exclusivity:** OCPS reserves the right to utilize any other contract, including, but not limited to, the following: any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community colleges/state university system, cooperative agreements, or to directly negotiate/purchase per OCPS policy and/or Rule 6A-1.012, Florida Administrative Code. OCPS also reserves the right to contract separately any item(s) and/or service(s) covered under this agreement, if deemed to be in the best interest of OCPS, at any time during this agreement term.
18. **Public Entity Crimes:** Section 287.133(2)(a), F.S., as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted Contractor list following a conviction for 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 bids on leases of real property to any 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 over the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted Contractor list.
19. **Bankruptcy / Insolvency:** At the time of RFP submission, the Contractor shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary or receivership proceedings. If the Contractor is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency, or receivership thereafter, OCPS may, at its option, terminate and cancel the Agreement, in which event all rights hereunder shall immediately cease and terminate.
20. **Termination:** OCPS reserves the right to terminate the award as a result of this RFP, or any part herein, without cause or penalty. OCPS will notify the Contractor of the intent to terminate, in writing, a minimum of thirty (30) days before the effective date of termination, and the agreement will officially terminate at the end of the thirty (30) day grace period. Termination or cancellation of the RFP will not relieve the Contractor of any obligations for any deliverables entered into before the termination of and/or obligations or liabilities resulting from any acts committed by the Contractor before the termination of the agreement.
21. **Right to Reject:** OCPS reserves the right to reject any or all response(s), to waive minor irregularities, and/or to accept the response(s), which in its sole judgment best serves the interest of OCPS.
22. **Extension:** In addition to any renewal options contained herein, OCPS has the right to extend any award resulting from this RFP for the period necessary for OCPS to release, award, and implement a replacement agreement for the commodities and/or contractual services provided in this RFP. Such extension shall be based upon the same prices, terms, and conditions outlined in this RFP.

23. **Method of Ordering:** The Contractor shall only fill orders for commodities and/or services upon receipt of an authorized purchase order issued by OCPS, or an OCPS Purchasing Card. All orders will be initiated on an as-needed basis throughout the term of this RFP. Orders shall be promptly filled and delivered to the location specified on the purchase order.
24. **Invoicing:** The Contractor is required to submit all invoices referencing a valid OCPS purchase order number for all payment requests. Unless otherwise noted, invoices shall be mailed directly to The School Board of Orange County Florida, Accounts Payable, P.O. Box 4984, Orlando, Florida 32802-4984.

It is the sole responsibility of the Contractor to ensure that an invoice corresponds to its applicable purchase order and to resolve any discrepancies by notifying the point of contact person listed on the attention line under the ship-to area of the purchase order before submitting the invoice for payment.

Any invoice submitted as a result of the award of this RFP shall be itemized matching the items on the purchase order. "Lump sum" invoices shall not be submitted and will not be accepted for multiple-line purchase orders.

An invoice can only reference one purchase order number. Invoices that do not reference valid purchase order numbers or which are will be returned to the Contractor for resolution of the discrepancies and resubmitted. OCPS will only pay the dollar amounts authorized on the purchase order. All statements must reference valid purchase order numbers.

25. **Payment:** OCPS will only pay the dollar amounts as authorized on the purchase order. Payment will be made according to Chapter 218, F.S., Local Government Prompt Payment Act, after the commodities or contractual services provided by the Contractor have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. Payment for partial shipments shall not be made unless specified in the purchase order. Failure to follow these instructions may result in delays in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists, and correspondence.
26. **Availability of Funds:** The obligations of OCPS under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and OCPS.
27. **Contractor's Representative:** The Contractor must provide a point of contact for the term of this RFP to include the name, email address, office telephone, and cell phone numbers of the person(s) to be contacted for the placement of an order, coordination of services, and to address other issues. If the point of contact differs between regular work hours and after-hours, weekends, and holidays, this must be provided. The Contractor must provide OCPS Procurement Services with any updates to the primary point of contact. OCPS reserves the right to require a change in the Contractor's point of contact at OCPS's sole discretion.
28. **Assignment:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this agreement, or of any or all of its rights, title, or interest therein, or its power to execute such agreement to any person, firm, or corporation without prior written authorization by OCPS.
29. **Silence of Specifications:** Any omissions of detail in the specifications stated herein that would render the commodities from use, as specified herein, will not relieve the Contractor from responsibility.
30. **Anti-Discrimination:** The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the basis of race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.

31. **Equal Employment Opportunity:** OCPS is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination based on race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.
32. **Fingerprinting/Jessica Lunsford Act:** The Contractor and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with a school or the school board." See Section 1012.465, F.S. Any cost associated with compliance with the Jessica Lunsford Act shall be at the sole expense of the Contractor.
33. **Audit and Inspection:** OCPS or its representatives reserves the right to inspect and/or audit the Contractor's documents and records as they pertain to the products and services delivered under this RFP. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights, and duties, and obligations established by this agreement. Documents or records in any form shall be open to OCPS' representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between OCPS and the Contractor.
34. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless OCPS, its board members, employees, and representatives from and against any claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole gross negligence or intentional misconduct of OCPS. Nothing in this RFP shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of OCPS's sovereign immunity protection and limitations of liability under Section 768.28, F.S. Any indemnity or assumption of liability by OCPS hereunder shall be subject to OCPS's rights to sovereign immunity and any other limitations of liability provided OCPS under Florida law.
35. **Governing Law and Venue:** Any legal actions associated with this RFP will be governed by the laws of the State of Florida. The venue for any litigation involving this RFP shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, the venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this agreement. If a legal proceeding is brought for the enforcement of any term of the agreement, or any right arising wherefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants, or conditions of this agreement shall in all respects be governed by and determined by the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

36. **Compliance with Laws and OCPS Policies and Procedures:** Contractors are required to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that may affect their work in any manner including OCPS School Board Policies which are available for review at <https://www.ocps.net/cms/one.aspx?pageId=90745>. Failure on the part of the Contractor to be aware of any law, ordinance, rule or regulation will in no way relieve him from any responsibility or liability

arising from the Agreement award. The Contractor assures and certifies that they will comply with all laws, ordinances, rules, regulations, and all other legal requirements. The Contractor shall abide by all OSHA, NFPA, and ADA regulations about the hazards associated with the project, such as fall protection, lockout/tag-out, PPE, safety barricades, portable fire suppression/extinguishers, job site first aid kits, and emergency communication. Any fines levied due to inadequacies or failure to comply with all requirements shall be the sole responsibility of the Contractor.

37. **FERPA:** To the extent Services provided hereunder pertain to the access of student information, Contractor shall adhere to all standards included in Sections 1002.22 and 1002.221, Florida Statutes (the Protection of Pupil Privacy Acts), 20 U.S.C. §1232g - the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records. Further, the Contractor, and its officers, employees, agents, and representatives, shall fully indemnify and hold OCPS harmless for any violation of this provision including, but not limited to, defending OCPS and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon OCPS, or payment of any costs, damages, judgments, or losses incurred by or imposed upon OCPS arising out of the breach of this provision by Contractor, its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate this provision, Sections 1002.22 and 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance obligations under this agreement, and shall remain fully binding upon the Contractor. A separate Non-Disclosure Agreement may be required.
38. **HIPAA, CIPA, and GLBA:** Contractor agrees to comply with all applicable state and federal laws, regulations, and OCPS policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).
39. **E-Verify:** By submitting a proposal with OCPS, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statute, "Employment Eligibility." Further, by execution of this Agreement, the Contractor affirms and represents that it is registered with, and uses the E-Verify system, and will continue to use the E-Verify system. Compliance with Florida Statutes Section 448.095 includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.
40. **Data Confidentiality:** The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of student information and confidential data, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to OCPS or an individual identified with the data or information in Contractor's custody.
41. **Rights in Data:** OCPS is and will remain the owner of all data provided to the Contractor by the OCPS under this Agreement. The Contractor will not use such data for any purpose other than providing services and support to OCPS under this Agreement, nor will any part of such data be sold, assigned, leased, or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of Contractor. The Contractor will not possess or assert any lien or other right against such data.

42. **Non-Disclosure:** Each party is permitted to disclose the other party's Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need-to-know basis only.
43. **Data Transmission:** The Contractor agrees that any transmission or exchange of system application data with OCPS and/or any other parties shall take place via secure means using current industry-approved encryption standards.
44. **Data Security:** The Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.). In situations where the Contractor will be collecting and/or storing personally identifiable information (PII), protected health information (PHI), financial, or other sensitive data, a SOC 2 Type II report shall be made available upon request by OCPS.
45. **Data Storage and Backup:** The Contractor agrees that any OCPS data will be stored, processed, and maintained solely on designated servers and that no OCPS data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an OCPS officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the OCPS Chief Information Security Officer for any general or specific case. The Contractor agrees to store all OCPS backup data stored as part of its backup and recovery processes in encrypted form.
46. **End of Agreement Data Handling:** The Contractor agrees that upon the termination of this Agreement, or future agreement between the parties for similar services and upon request from OCPS, it shall return to OCPS all data provided by OCPS in a useable electronic form, and erase, destroy, and render unreadable all OCPS data in its entirety in accordance with DoD 5220.22-M in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of OCPS, whichever shall come first.
47. **Data Breach:** Contractor agrees to comply with the State of Florida Database Breach Notification Act outlined in Section 501.171, F.S. In the event of a breach described in Section 501.171, F.S. ("Notification Event"), Contractor will notify OCPS immediately and will comply with the requirements of Section 501.171, F.S. assume responsibility for all costs associated with complying with the breach notification and informing all such individuals in accordance with applicable law. The Contractor agrees to indemnify, hold harmless and defend OCPS and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
48. **Mandatory Disclosure of Confidential Information:** If either party becomes compelled by law or regulation (including securities laws) to disclose any information which applicable law or this Agreement requires to be held confidential, then such party will provide the other party with prompt written notice so that such other party may seek an appropriate protective order or other remedies. If a remedy acceptable to the party whose Confidential Information is at issue is not obtained by the date that the party subject to the disclosure requirement must comply with such requirement, then such party will furnish only that portion of the Confidential Information that it is legally required to furnish, and to the extent allowed by law, such disclosing party shall require any recipient of the Confidential Information to exercise commercially reasonable efforts to keep the information confidential.
49. **Remedies for Disclosure of Confidential Information:** Both parties acknowledge that unauthorized disclosure or use of the Confidential Information may irreparably damage the party

whose Confidential Information is disclosed in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the affected party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond concerning any action for injunctive relief. Each party further grants the other party the right, but not the obligation, to enforce these provisions in its name against any of such party's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.

50. **Safekeeping and Security:** As part of the services provided under this Agreement, the Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, and similar security codes and identifiers issued by OCPS to Contractor's employees, agents or subcontractors, if any. The Contractor agrees to require its employees to promptly report a lost or stolen access device or information. The Contractor will not knowingly permit any of the Contractor's personnel to have access to any OCPS facility, records, or data of OCPS if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. The Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five (5) years to verify the above. The Contractor shall assure that all agreements with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without the prior written consent of OCPS.
51. **Request for Additional Protection:** From time to time, OCPS may reasonably request that the Contractor modify or increase its protection of the confidentiality of certain Confidential Information as necessary to ensure that confidentiality is maintained. Such modifications to the methods or manners by which the Confidential Information is maintained will be mutually agreed upon by the parties in a written amendment to this Agreement. The Contractor shall not unreasonably decline OCPS' request.
52. **Prohibition Against Contracting with Scrutinized Companies:** The Contractor certifies by executing its RFP submission that it is eligible to bid on, submit a proposal for, or enter into or renew an Agreement with OCPS for goods and services under Section 287.135.

Specifically, by executing this RFP submittal the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

If the RFP submittal is for an amount of one million dollars (\$1,000,000) or more, the Contractor certifies that it is not (1) on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created under Section 215.473, Florida Statutes and/or (2) engaged in business operations in Cuba or Syria.

OCPS reserves the right to terminate the award of this RFP if the Contractor

- a. Submitted a false certification of its eligibility to bid on, submit a proposal for, or enter into or renew an Agreement with OCPS for goods or services under Section 287.135, Florida Statutes; and/or
- b. Became ineligible to enter into an Agreement with OCPS for goods or services under Section 287.135, Florida Statutes after receiving the Award/Agreement/Contract from OCPS.

Should OCPS terminate the RFP due to falsification of eligibility, OCPS reserves the right to pursue any available legal remedies against the Contractor, including but not limited to the remedies described in Section 287.135, Florida Statutes.

Should OCPS terminate a contract due to post-award ineligibility, the Contractor shall be paid only for the funding-applicable work completed as of the date of the termination.

Unless explicitly stated in this section, no other damages, fees, and/or costs may be assessed against OCPS for its termination of the RFP under this section.

53. **Florida Department of State, Division of Corporations Registration Requirements:** Contractors who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number and a screenshot of their “active” status. All registered Contractors must have an active status to be eligible to do business with OCPS. Contractors doing business under a fictitious name, on page 1, must submit their offer using the company’s complete registered legal name; for example, ABC, Inc. d/b/a XYZ Company.

If the Contractor is not located in Florida, the Contractor must provide their state’s document number and a screenshot of their current, date-identified “active” status with their submittal.

54. **State Term Contracts:** In accordance with Section 1010.04, F.S., purchasing agreements, and state term contracts available under Section 287.056, F.S. has been reviewed to determine if they suit the needs of OCPS and/or provide an economic advantage.
55. **Taxes:** OCPS is exempt from and does not pay Federal Excise or State of Florida Sales taxes.
56. **Confidential, Proprietary, or Trade Secret Material:** If the Contractor considers any portion of the documents, data, or records submitted in response to this RFP to be a confidential, trade secret, or otherwise not subject to disclosure under Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Contractor must also simultaneously provide the OCPS with a separate redacted copy of its response. The redacted copy shall contain the OCPS solicitation name, number, and the name of the Contractor on the cover, and shall be clearly titled “Redacted Copy.” The Contractor must also include next to each redaction the statutory basis for the exemption. The Redacted Copy shall be provided to OCPS at the same time the Contractor submits its response to the RFP and may only exclude those exact portions which are claimed confidential, proprietary, or trade secret. The Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Contractor shall protect, defend and indemnify OCPS for any claims from or relating to the Contractor’s determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Contractor fails to submit a Redacted Copy with its response, OCPS is authorized to produce the entire documents, data, or records submitted by the Contractor in response to a public records request for these records.
57. **Favored Nation Clause:** Based on similar size and quantity, it is understood that the Contractor is providing OCPS the same or better pricing than other districts and governmental agencies. If during the term of this agreement, OCPS identifies better pricing for the same item, the Contractor agrees to offer OCPS the reduced price.
58. **Liquidated Damages:** The Contractor agrees to the use of Liquidated Damages in the event the Contractor fails to perform in accordance with the provisions herein. On the occasion where the Contractor is in default of the Agreement, or any material provision thereof, or fails to remedy any deficiency in performance, OCPS may procure the necessary supplies or services from an alternative source and hold the Contractor financially responsible for any excess costs incurred. The difference

between the RFP price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the Contractor.

59. **Force Majeure:** Neither Party shall be liable for any failure or delay in performing any duty, requirement, or obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, epidemic, pandemic, quarantine, riots, civil commotion, acts of government authorities, changes in laws or regulations strikes, or other labor disputes, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense.
60. **Report of Unsatisfactory Products and/or Services:** A Vendor Performance Report form will be utilized to document unsatisfactory performance during the term of this RFP. The report may become an important part of the Contractor's history. The report and process will assist OCPS to determine whether there is a continuing pattern of problems that may need to be addressed through termination of the Agreement and/or suspension of the Contractor from future business with OCPS.
61. **Notice:** Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Contractor designates the address set forth on the first page of this RFP document as its place for receiving notice, and OCPS designates the following address for such notice:

The School Board of Orange County, Florida
Sr. Director, Procurement Services
445 W. Amelia Street
Orlando, FL 32801

PROPOSAL FORMAT AND CONTENTS

While there is no intent to limit the contents of any proposal, proposals shall conform to the tab format outlined below to ensure that all pertinent information necessary for evaluation is included and to facilitate review.

Addenda, if any, must be signed and dated by a representative authorized to sign the proposal on behalf of his/her company and included in the proposal response.

Tab 1 – Contractor’s Profile and Submittal Letter – (Non-Scored)

A brief profile of the Contractor, including:

- A. A brief history of the business
- B. Organizational structure of the business
- C. Ownership interests
- D. Active business venues (counties, states, etc.)
- E. Present status and projected direction of the business
- F. Designation of the legal entity by which the business operates and documentation from the appropriate state’s agency confirming the Contractor’s legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). Contractors who are required to be registered with the Florida Department of State, Division of Corporations, or who are incorporated within the State of Florida must furnish their Florida document number and a screenshot of their “active” status. All registered Contractors must have an active status to be eligible to do business with the School Board. Contractors doing business under a fictitious name, on page 1, must submit their offer using the company’s complete registered legal name; for example, ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit www.Sunbiz.org.
- G. For non-Florida businesses, submit documentation from the state in which the business was formed, including their state’s document number and a screenshot of their “active” status.
- H. Request for Proposal and Proposal Acknowledgement signed by an authorized representative of the business/corporation with proof of authorization from the business.
- I. All addendums are signed by an authorized representative.
- J. All required Exhibits are signed by an authorized representative.
- K. Evidence of required insurance coverage or proof of insurability in the amounts indicated in this RFP.

Tab 2 – Qualifications and Experience of Personnel

The overall qualifications/resumes of the key personnel providing the service requested, including education and training, and experience in services herein addressed.

Tab 3 - Response to the Statement of Work

This section should include the Contractor’s response to the statement of work in detail. Describe any unique approaches or methodologies used by the Contractor and describe the outcomes noted from similar projects.

- A. State the technical approach to the project and the interpretation of the scope of services required.
- B. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
- C. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplishing each task.

- D. Provide a sample implementation schedule for proposed services including any management and planning strategies.
- E. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

Tab 4 - Proposal Price

This section should include detailed cost information as related to the statement of work. The fee schedule proposed for the services is outlined in this Request for Proposal and clarified through the addenda. List any relevant services that are within the scope of services outlined in this solicitation. The short-listed Contractors may be provided the opportunity to submit a Best and Final Fee Schedule

Tab 5 - Minority Participation

The Contractor must be able to demonstrate compliance with the following:

Tier Participation – Contractors have included in their proposal a commitment to subcontract at least twelve percent (12%) of their business related to this RFP with one or more MWBE Contractors and/or ten percent (10%) of its business related to this RFP with one or more LDB Contractors and/or three percent (3%) of its business related to this RFP with one or more VBE Contractor.

Contractors must submit a signed Letter of Intent signed by both parties with their proposal for all MWBE, LDB, and/or VBE subcontractors identified on the Schedule of Subcontracting. These Letters of Intent must indicate the scope of work to be performed by every MWBE, LDB, and VBE, plus the percentage of the Agreement fees to be contracted to the listed subcontractor. Please include contact information for each sub-contractor.

The awarded contractor's responsibilities and requirements are itemized below:

- Incorporate a prompt payment assurance provision and payment schedule in all contracts between the prime and subcontractors.
- File copies of all executed subcontractor agreements/contracts between the Contractor and all MWBE, LDB, and VBE subcontractors on the project to the OCPS Office of Business Opportunity.
- The prime Contractor shall submit an updated quarterly MWBE, LDB, and VBE utilization report for all contracts. The required reports are to be submitted to the Office of Business Opportunity on a date agreed upon by both parties.
- The awarded prime Contractor shall not substitute, replace or terminate any MWBE, LDB, or VBE Contractor without the prior written authorization of OCPS, nor shall the prime reduce the scope of work or monetary value of a subcontractor without the written authorization of OCPS. The prime Contractor shall notify the Office of Business Opportunity of any additional awards to the MWBE, LDB, or VBE Contractors on the prime Contractor's team and the addition of any new MWBE, LDB, or VBE Contractor to the prime Contractor's team on that project.

Execution of the Agreement between OCPS and the Contractor shall be contingent upon the filing of executed contracts between the Contractor and the MWBE, LDB, or VBE subs listed on the Schedule of subcontracting.

Failure to comply with the above special conditions may be cause for Agreement termination.

Proposal Evaluation

- Proposals will be evaluated by a Proposal Evaluation Committee which will review responses deemed responsive and responsible to the solicitation requirements. The committee will convene, review, evaluate, and rank all valid proposals submitted based on the evaluation criteria.
- The Proposal Evaluation Committee reserves the right to interview any, all, or none of the Contractors that responded to the RFP and to require a formal presentation/interview with the key personnel who will administer and be assigned to work on behalf of the contract before recommendation of award.
- The Proposal Evaluation Committee reserves the right to conduct site visits of the Contractor's facilities and/or of a current project it is managing.
- Public Notice of Proposal Evaluation Committee meetings will be posted on the OCPS VendorLink site.
- OCPS will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints, or other factors as directed by OCPS, however, it is anticipated that the review/evaluation process will be completed promptly. Procurement Services staff will participate in an advisory capacity only.
- OCPS will post a notice of intended decision on the OCPS VendorLink site. Failure to file a protest within the time prescribed in Section 120.57(3) b, F.S., shall constitute a waiver of proceedings under Chapter 120, F.S. Once the allowed period has passed this phase of the process will be completed.
- Evaluation Criteria**
Responsive and responsible proposals will be reviewed and scored by the Proposal Evaluation Committee by the following matrix.

Scored Requirement	Possible Points
Qualifications and Experience of Respondent providing services to K12 educational institutions (Tab 2)	20
Ability to Meet Scope of Services (Tab 3)	20
MWBE/LDB/VBE (Tab 4)	10
Cost (E-Rate Eligible)	30
Cost (Non-Eligible)	20
Total Points	100

MWBE / LDB / VBE Scoring Criteria

Description of Information Submitted	Point Value
Certified MWBE and/or VBE and/or LDB proposing to subcontract 12% MWBE AND 10% LDB AND 3% VBE subcontractor(s) identified; letters of intent signed by both parties and current acceptable certificate(s) from the City of Orlando, Orange County	10

Government, State of Florida, GOAA, cnFMSDC, NMSDC, WBENC or CVE for certified MWBEs/VBEs/LDBs and for all Sub(s) included.	
Non-MWBE/VBE/LDB in a joint venture with an MWBE and/or VBE and/or LDB proposing to subcontract 12% MWBE AND 10% LDB AND 3% VBE; subcontractors identified, and letters of intent signed by both parties and currently acceptable certificates included	
Certified MWBE and/or VBE and/or LDB proposing to subcontract 12% MWBE; subcontractor(s) identified, letters of intent signed by both parties, and current acceptable certificate(s) included.	9
Non-MWBE/VBE/LDB in a joint venture with an MWBE and/or VBE and/or LDB proposing to subcontract 12% MWBE, subcontractor(s) identified and letters of intent signed by both parties and current acceptable certificate(s) included.	
Certified MWBE and/or LDB and/or VBE proposing to subcontract 10% LDB; subcontractors identified; letters of intent signed by both parties and current acceptable certificate(s) included.	8
Non-MWBE/LDB/VBE in an MWBE and/or LDB and/or VBE Joint Venture proposing to subcontract 10% LDB; subcontractors identified; letters of intent signed by both parties and current acceptable certificate(s) included	
Certified MWBE and/or VBE and/or LDB proposing to subcontract 3% VBE, subcontractor(s) identified, letters of intent signed by both parties, and current acceptable certificate(s) included.	7
Non-MWBE/LDB/VBE in an MWBE or VBE or LDB Joint Venture proposing to subcontract 3% VBE; subcontractor(s) identified; letters of intent signed by both parties and current acceptable certificate(s) included.	
Certified MWBE and/or LDB and/or VBE <u>NOT</u> proposing to subcontract.	6
Non-MWBE proposing to subcontract 12% MWBE AND 10% LDB AND 3% VBE; subcontractor(s) identified; letters of intent signed by both parties and current acceptable certificate included	
Certified MWBE/VBE/LDB, (Certified by an agency other than the City of Orlando, Orange County, State of FL, GOAA, cnFMSDC, NMSDC, WBENC, or, CVE) proposing to subcontract 12% MWBE or 10% LDB or 3% VBE; subcontractor(s) identified; letters of intent signed by both parties and current acceptable certificate included	5
Non-MWBE proposing to subcontract 12% MWBE subcontractor(s) identified; letters of intent signed by both parties and current acceptable certificate included	
Certified MWBE and/or LDB and/or VBE (Certified by an agency other than the City of Orlando, Orange County, State of FL, GOAA, cnFMSDC, NMSDC, WBENC, or CVE) NOT proposing to subcontract.	4
Non-MWBE proposing to subcontract 10% LDB subcontractor(s) identified; letters of intent signed by both parties and current acceptable certificate included	
Non-MWBE proposing to subcontract 3% VBE subcontractor(s) identified; letters of intent signed by both parties and current acceptable certificate included	3
Non-MWBE Proposer has written statement stating will comply with MWBE/LDB/VBE policies and has identified subcontractor(s)	2
Non-MWBE Proposer has written statement stating will comply with MWBE/LDB/VBE policies; however has not identified subcontractor(s);	1

No participation indicated, no information submitted	0
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- Should the Proposal Evaluation Committee determine presentations or interviews are desired, the evaluation criteria will be posted within the official meeting notice.
- After an evaluation of the proposals, the Proposal Evaluation Committee may conduct interviews/presentations from a short list of Contractors. If this is determined, those Contractors will be contacted for the interview/presentation phase. This is an optional phase that will be determined by the Proposal Evaluation Committee.

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

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

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

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

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

- OCPS reserves the right to negotiate price and Agreement terms and conditions with the most qualified Contractor(s) to provide the requested service. If a mutually beneficial agreement with the highest ranked Contractor is not reached, OCPS reserves the right to enter into Agreement negotiations with the next highest ranked Contractor and continue this process until an agreement is reached. Contractors are cautioned to provide their best offer initially.
- **Best and Final Offer (BAFO):** A BAFO may be requested from the short-listed Contractor(s). A BAFO allows for the shortlisted Contractor(s) to submit revised pricing to the selection committee for consideration after the proposal deadline. BAFOs are not allowed for a change of scope of work or specifications that would differ from the goods and services initially issued in the RFP and associated addenda.
- The award shall be made to the Contractors whose proposal is determined to be the most advantageous and bring the best value to meet the needs of OCPS. Following the selection and, upon final negotiation of the Agreement terms and conditions with the top-ranked Contractor(s), the recommendation for Agreement award, as required, will be submitted to the Superintendent. The Superintendent will recommend to the School Board the award or rejection of any and/or all proposal(s).

INSURANCE REQUIREMENTS

At its sole expense, the Contractor shall maintain the following insurance during the term of the Agreement as a result of this RFP and such insurance will apply to the Contractor, its employees, agents, and subcontractors.

1. **Commercial General Liability** insurance, including products and completed operations and contractual liability, arising from any claims for property damage and bodily injury, including death, from its premises, operations, and products, in an amount not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. This policy must be endorsed or include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured using language equivalent to ISO CG2026.
2. **Automobile Liability** insurance, including all, owned, non-owned, and hired vehicles when used in conjunction with providing Services outlined in this RFP, for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) each accident. This policy must include The School Board of Orange County, Florida, its board members, employees, and representatives as additional insured.
3. **Workers' Compensation** insurance in statutory amounts and Employers' Liability in an amount not less than One Million Dollars (\$1,000,000) for each accident/disease. This insurance shall apply to all Contractor's employees who will be engaged in the performance of the services in this Agreement.
4. **Professional Liability** insurance for any claims as a result of an action, lack of action, error, or omission by the Contractor, its employees, or subcontractors in an amount not less than One Million Dollars (\$1,000,000) for each claim. If such policy is written on a "claims-made" basis, coverage shall remain in effect for three (3) years after the expiration or termination of this RFP and any of its extensions.
5. **Personally, Identifiable Information "(PII)" or Personal Health Information (PHI)"** in the care, custody, and control of the Contractor, its agents, and subcontractors, the Contractor shall maintain Network Security/Privacy Liability in an amount not less than One Million Dollars each occurrence and in the aggregate resulting in a threat, breach, loss or liability to PII or PHI. Such policy shall include The School Board of Orange County Florida as an additional insured, along with appropriate endorsement amending Insured vs. Insured exclusion so as not to impede a claim by OCPS for any wrongful act. If such policy is written on a "claims-made" basis, coverage shall remain in effect for one (1) year after the expiration or termination of this Agreement and any of its extensions.

Insurance Expectations: The Contractor agrees to the following as it relates to its obligations and the insurance requirements herein this RFP:

- A. **Insurance Verification:** All Contractors are required to prove their capacity to provide the required insurance as outlined in this RFP. Contractors are required to provide in their response to this RFP a Certificate of Liability Insurance (Acord 25) matching the specified requirements, which must specify any deductible or retention applicable to the above-required insurance. If awarded, the Contractor will then be required to name The School Board of Orange County, Florida as an additional insured as outlined herein and provide a revised Certificate of Liability Insurance at the time of the award.
- B. The Contractor agrees that no services shall begin until proof of insurance is received by OCPS. Receipt of proof of insurance shall not be construed as an approval of the Contractor's insurance or a release or waiver of the Contractor's obligation to maintain the required insurance in this RFP. Upon a reasonable request, the Contractor agrees to provide OCPS with a copy of its insurance policies, forms, and endorsements in its entirety.

- C. All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI) or higher.
- D. All insurance shall be primary and not contributory to any other insurance carried by The School Board of Orange County, Florida. This shall also apply to any self-insurance maintained by the School Board of Orange County, Florida.
- E. The Contractor shall notify OCPS' Risk Management Department within thirty (30) days of any material changes or notice of cancellation the Contractor receives from its insurer on the above-required insurance.
- F. To the extent permitted by law, the Contractor's insurance shall contain an endorsement or language waiving any rights to recover from OCPS or its insurance. To the extent that the waiver does not respond (whether failure to comply is the Contractor, its agent, or carrier error), the Contractor shall be liable for the costs and expenses incurred by OCPS had such waiver applied.

Any required insurance that the Contractor self-insures or carries retentions over Ten Thousand Dollars (\$10,000) shall be pre-approved by OCPS's Risk Management Department and referenced in an addendum to this RFP. To the extent any required insurance carries a deductible or self-insured retention (whether with or without OCPS approval), The Contractor shall be responsible for paying claims and expenses within the deductible or self-insured retention on behalf of OCPS (as an additional insured) or reimburse OCPS, when such above required insurance would respond had no deductible or retention been in place.

Exhibit A**Office of Business Opportunity MWBE/LDB/VBE Subcontractor Participation Form**

OCPS has established annual participation goals for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBEs), Local Developing Businesses (LDBs), and Veterans Business Enterprise (VBEs). To calculate the MWBE, LDB, and VBE participation percentages, only those dollars awarded to certified MWBE, LDB, and VBE Contractors will be utilized. Monies contracted or subcontracted to MWBE, LDB, and VBE Contractors are included in the calculation. As a result, Contractors are asked to include certified MWBE, LDB, and VBE subcontractor participation information below. If the Contractor has questions regarding a subcontractor's certification, they may contact the OCPS Office of Business Opportunity at (407) 317-3739.

Overall percent of MWBE Subcontractor Participation expected:

Overall percent of LDB Subcontractor Participation expected:

Overall percent of VBE Subcontractor Participation expected:

Please complete the following table by indicating the name of the subcontractor, whether or not they are an MWBE and/or LDB and/or VBE, the type of work or material to be supplied by the subcontractor, the anticipated dollar value, and the anticipated percent of the Agreement value.

Subcontractor	MWBE and/or LDB and/or VBE	Type of Work/Material	\$ Value	% of Agreement Value

The Contractor agrees to supply all subcontractor payment information to the OCPS Office of Business Opportunity. The due date and report format will be established upon award of the RFP.

Contractor Name

Name and Title of Authorized Representative

Signature

Date

Exhibit B
DRUG-FREE WORKPLACE CERTIFICATION FORM

In accordance with Section 287.087, F.S., preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bid submittals, which are equal concerning price, quality, and service, are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Contractors has a drug-free workplace program. To have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- d. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

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

Contractor Name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Exhibit C

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

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

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE PREVIOUS PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of the agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor Name

Name and Title of Authorized Representative

Signature

Date

Exhibit D

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each RFP or offer exceeding \$100,000)

The undersigned company certifies to the best of its knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification is included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Contractor Name

Name and Title of Authorized Representative

Signature

Date

Exhibit E

FEDERAL GRANTS TERMS AND CONDITIONS

For any services or goods purchased under this RFP that involves, receiving or utilize Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

1. **Illegal Alien Labor:** The Contractor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The Contractor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Contractor and its subcontractors will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
2. **Recovered Materials (2 CFR §200.322) applies to all contracts greater than \$10,000:** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **Federal Drug-Free Workplace:** The Contractor agrees to comply with the drug-free workplace requirements for federal contractors under 41 U.S.C.A. § 8102.
4. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if the contract is greater than or equal to \$100,000:** The Contractor certifies that it has filed the required certification and that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
5. **Energy Efficiency / Conservation (42 U.S.C. 6201):** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify OCPS concurrently within 30 days of notice of the violation.
7. **Debarment and Suspension:** The Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. In accordance with 2 CFR part, 180 implements Executive Orders 12549 and 12689. Furthermore, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

8. **Equal Employment Opportunity** During the performance of this Bid, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Bid may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Contractor will include the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Required Clauses from Federal Emergency Management Agency (FEMA)

Required Clauses from Federal Emergency Management Agency (FEMA) in accordance with 2 C.F.R. § 200.326 AND 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated into this Solicitation as well as into a resulting subsequent Contract. By submitting a response in response to this Solicitation, the Contractor acknowledges and agrees to adhere to the specific requirements of these clauses.

A. Remedies

Remedies for Purchase of Services apply to contracts greater than \$150,000. Failure of the Contractor to provide products within the time specified in the RFP shall result in the following: OCPS shall notify the Contractor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Contractor cannot provide service, The School Board of Orange County, Florida reserves the right to purchase alternate service. The defaulting Contractor may be responsible for reimbursing the School Board for the price differences.

B. Termination for Cause and Convenience

The performance of work under this Bid may be terminated in accordance with this clause in whole, or from the time in part, whenever the OCPS representative shall determine that such termination is in the best interest of OCPS. Any such termination shall be affected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, the Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and OCPS shall have no other obligations to the Contractor. The Contractor shall be obligated to continue the performance of contract services, in accordance with the contract, until the termination date and shall have no further obligation to perform services after the termination date.

OCPS's Contract Administrator shall notify, in writing, the Contractor of deficiencies or default in the performance of its duties under the awarded contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default unless specifically specified to the contrary elsewhere within this solicitation. It shall be at OCPS's discretion whether to exercise the right to terminate. The Contractor shall not be found in default for events arising due to acts of God.

C. Equal Employment Opportunity

1. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
2. Key Definitions.
 - a. **Federally Assisted Construction Contract**. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work that is paid for in whole or in part with funds

obtained from the government or borrowed on the credit of the government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- b. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other on-site functions incidental to the actual construction.
3. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
 4. The regulation at 41 C.F.R. § 60-1.4(b) requires the insertion of the following contract clause:
 - a. During the performance of this Contract, the Contractor agrees as follows:
 - i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - iii. The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - v. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vi. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule,

regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- vii. The Contractor shall include the language in (4)(a) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency that Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Davis Bacon Act and Copeland Anti-Kickback Act

1. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
2. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
3. In accordance with the law, the Contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor must be required to pay wages not less than once a week.
4. *The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.*
5. Copeland "Anti-Kickback" Act. *In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each Contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (NFE) must report all suspected or reported violations to FEMA.*
6. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and sub-recipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. **Contractor.** *The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.*
- b. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. Contract Work Hours and Safety Standards Act.

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Where applicable (See 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
3. Under 40 U.S.C. § 3702, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week.
4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clauses concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for OCPS of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Withholding for unpaid wages and liquidated damages. The School Board of Orange County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

F. Rights to Invention Made Under a Contract or Agreement

- 1. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- 2. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- 3. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

G. Clean Air Act and Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

The following provides sample contract clauses concerning compliance for contracts of amounts in excess of \$150,000:

Clean Air Act

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

H. Debarment and Suspension.

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
3. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
4. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” including sub-awards and subcontracts. This includes parties that receive Federal funding indirectly, such as Contractors to recipients and sub-recipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement

transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and sub-recipient.

5. Specifically, a covered transaction includes the following contracts for goods or services:
 - a. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - b. The contract requires the approval of FEMA, regardless of the amount.
 - c. The contract is for federally-required audit services.
 - d. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or sub-recipient and requires either the approval of FEMA or is in excess of \$25,000.
6. The Following provides a debarment and suspension clause. It incorporates an optional method of verifying that Contractors are not excluded or disqualified:

Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by (insert name of sub-recipient). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

I. Byrd Anti-Lobbying Amendment

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6. c; Appendix C, ¶ 4.
3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6. c and Appendix C, ¶ 4.

4. The following provides a Byrd Anti-Lobbying contract clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

J. Procurement of Recovered Materials

1. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
2. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
3. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
 - a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

K. Additional FEMA Requirements

1. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

2. **Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end item procured.

3. **Access to Records**

All non-Federal entities must place into their contracts a provision that all Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

4. **The following provides a contract clause regarding access to records:**

Access to Records

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide OCPS, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or its authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract."

L. **DHS Seal, Logo, and Flags**

1. All non-Federal entities must place in their contracts a provision that a Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
2. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

M. **Compliance with Federal Law, Regulations, and Executive Orders**

1. All Non-Federal entities must place into their contracts an acknowledgment that FEMA financial assistance will be used to fund the contract along with the requirement that the Contractor will comply with all applicable federal laws, regulations, executive orders, and FEMA policies, procedures, and directives.
2. The following provides a contract clause regarding Compliance with Federal laws, Regulations, and Executive Orders: "This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

N. No Obligation by Federal Government

1. The Non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
2. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract."

O. Program Fraud and False or Fraudulent Statements or Related Acts

1. The Non-Federal entity must include a provision in its contract that the Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Agreement.
2. The following provides an Agreement clause regarding Fraud and False or Fraudulent or Related Acts: "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement."

Exhibit F
Price Proposal

This price proposal consists of two sections; WAN and Internet are Section 1 and Web Content Filtering is Section 2. You may submit price a proposal for both sections or you may submit a proposal for only one of the sections. Please do not modify this Proposal Form.

Section 1 - WAN and Internet Connectivity - E-Rate Eligible:

		VENDOR NAME:			
Item #	QTY	Description	Unit of Measure	Unit Price	Extended Price
Internet Connectivity (E-Rate Eligible)					
1	1	High Availability, fault-tolerant Internet Circuit with a minimum data rate of 20 Gbps with a 150 Gbps minimum aggregate bandwidth required.	Per Month		
2	2	5 Gbps increase to Internet Circuit beyond the base 20 Gbps with a 150 Gbps minimum aggregate bandwidth required.	Per Month		
3	1	10 Gbps increase to Internet Circuit beyond the base 20 Gbps	Per Month		
4	212	Cisco ISR 4400 series router or equivalent for circuits slower than 1 Gbps	Each		
5	56	Cisco ASR 1K router or equivalent for circuits between 1 and 10 Gbps	Each		
6	8	1-week reduction of Internet Circuit speed from 20 Gbps to 10 Gbps (possible use in June and July each year)	Each		
7	8	1-week reduction of Internet Circuit speed from 20 Gbps to 15 Gbps (possible use in June and July each year)	Each		
WAN Connectivity (E-Rate Eligible)					
8	212	1 Gbps Metro E Circuit	Per Month		
9	29	2 Gbps Metro E Circuit	Per Month		
10	27	5 Gbps Metro E Circuit	Per Month		
11	10	10 Gbps Metro E Circuit (burstable to 20 Gbps)	Per Month		
12	1	1000 Mbps Metro E Circuit (burstable to 5 Gbps) to DataSite Atlanta 1130 Powers Ferry, Place Marietta, Georgia 30067	Per Month		
TOTAL MONTHLY COST					

Section 2 – Web Content Filtering – Non-E-Rate Eligible:

Item #	Manufacturer Name	Description	Unit of Measure	Unit Price
13		WEB FILTERING WITH REPORTING (Lease Option)	Per Month	
14		WEB FILTERING WITH REPORTING (Purchase Option)	Each	