

SUBMIT TO:
 The School District of Osceola County,
 Florida
 Purchasing Department, Building 2000
 817 Bill Beck Blvd.
 Kissimmee, FL 34744

CONTACT PERSON:
**Neil McDonald, Purchasing
 Supervisor**

Telephone #: 407.870.4630
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REQUEST FOR PROPOSAL

AN EQUAL OPPORTUNITY EMPLOYER
www.osceola.k12.fl.us/depts/Purchasing/Index.asp

Date issued: **December 4, 2009**

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| TITLE: Internet & SIP Telecommunications Services with Bundled Long Distance | NUMBER: SDOC 10-P-048 NM | SUBMITTAL DEADLINE: January 5, 2010 at 2:00 PM |
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| PRE PROPOSAL CONFERENCE - DATE, TIME AND LOCATION: N/A | <i>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED</i> |
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| FIRM'S NAME: | |
| MAILING ADDRESS: | <input checked="" type="checkbox"/> _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address |
| CITY - STATE - ZIP: | |
| TELEPHONE NO: | |
| FAX NO: | |
| FEDERAL ID NO. OR SOCIAL SECURITY NO. | |

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE
 GENERAL CONDITIONS AND INSTRUCTIONS**

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

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District of Osceola County Purchasing Department shall contact the Purchasing Department at 407.870.4630, at least five (5) days prior to the scheduled opening or meeting.

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| <p>1. SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the School District of Osceola County Purchasing Department prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing Department after the specified date and time will not be considered.</p> <p>Responses shall be submitted on forms provided by the School Board. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.</p> <p>2. EXECUTION OF OFFER: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.</p> <p>3. OPENING: Opening shall be public in the School District Purchasing Department immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.07(3) (b) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or ten (10) days, whichever is earlier.</p> <p>4. PUBLIC RECORD: The School District is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.</p> | <p>5. CLARIFICATION/CORRECTION OF ENTRY: The School Board reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.</p> <p>6. INTERPRETATION/ADDENDA: Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.</p> <p>No interpretation shall be considered binding unless provided in writing by the School District Purchasing Department in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.</p> <p>Failure to acknowledge addenda may result in the offer not being considered.</p> <p>7. INCURRED EXPENSES: This invitation does not commit the School Board to make an award nor shall the School Board be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.</p> <p>8. PRICING: Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the School District to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.</p> |
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9. **ADDITIONAL TERMS & CONDITIONS:** The School Board reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.

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

11. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.

12. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

13. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the School Board to meet fully the salient characteristic requirements listed in the specifications.

Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the School Board and will be based on information furnished by the offeror. The Purchasing Department is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing Department. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing Department to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the School Board would be binding itself to purchase by making an award.

14. **SAMPLES:** When required, samples of products shall be furnished with response to the School Board at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

16. **GOVERNING LAWS AND VENUE:** All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Osceola County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

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

17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the School Board.

18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."

19. **INDEMNIFICATION OF SCHOOL BOARD**
The respondent shall indemnify, hold harmless and defend the School Board, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from the respondent's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of School Board, its officers, agents, or employees. The indemnification shall obligate the respondent to defend, at its own expense or to provide for such defense, at School Board's option, any and all claims and suits brought against School Board that may result from the respondent's performance or nonperformance of services pursuant to the contract.

20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the School Board. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

21. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the School Board to provide training to School Board personnel in the operation and maintenance of any item purchased as a result of this invitation.

22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at respondent's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the respondent.

23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the invitation/offer.

25. **AWARD:** As the best interest of the School Board may require, the School Board reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a district wide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable School Board Rules, State Board Rules, and State of Florida Statutes.

26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the respondent being removed from the School Board Bid list and the /respondent being disqualified from doing business with the School Board for a period of time to be determined on a case-by-case basis.

27. For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals (“one” over “1”). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

28. **GENERAL INFORMATION ABOUT THE DISTRICT:** The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by School District Officials in accordance with Chapters 1000-1013, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and it’s departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1010.01, Florida Statutes as prescribed by the State Board of Education.

The District is coterminous with Osceola County. The annual budget for the District for 2007-2008 school year totals \$999,422,956, including an operating budget of \$461,355,469, and a capital budget of \$401,140,409. The District operates thirty-nine schools, which includes twenty -one (21) elementary schools, seven (7) middle schools, eight (8) high schools, two (2) K thru 8 schools, and one (1) 6th thru 12th grade school. The District is also responsible for twelve alternative education sites, and seven charter schools. The total full-time K-12 projected enrollment of public school students for August 2007 is 53,070. Growth is projected to continue in the future at an average of 2000 students per year.

29. **UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School District of Osceola County for any terms and conditions not specifically stated in this Request For Proposal.

30. **AVAILABILITY OF FUNDS:**

The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

31. **NO CONTACT:** Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, the Superintendent, or School District staff, other than the designated purchasing agent, and School Board members, the Superintendent, or School District staff, other than the designated purchasing agent, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives, about potential contracts with the School Board once an Request For Proposal, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject Request For Proposal, request for quote, request for proposal, invitation to negotiate, or request for qualifications. (*School Board Rule 7.70.I.G*)

32. **DISTRICT DEMOGRAPHICS:**

The District is coterminous with Osceola County. The annual budget for the District for 2009-2010 school year totals \$834,802,487, including an operating budget of \$419,985,284, and a capital budget of \$237,594,737. The District operates forty-three (43) schools, which include twenty-three (23) elementary schools, eight (8) middle schools, eight (8) high schools, and four (4) multi-level schools. The District is also responsible for nine (9) alternative education sites, and eight (8) charter schools. The total full-time K-12 enrollment of public school students as of November 2009 is 51,421.

33. **DEFINITIONS:**

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

OFFEROR – The term “offeror” used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the County in response to this invitation.

SCHOOL BOARD – The term “School Board” herein refers to the School Board of Osceola County, Florida, and its duly authorized representatives and any school, department, or unit within the School District.

USING AGENCY – The term “using agency” used herein refers to any school, department, committee, authority, or another unit in the School District using supplies or procuring contractual services as provided for in the Purchasing Department of the School District.

THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD

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1.0 PURPOSE & OVERVIEW

The purpose of this Request For Proposal (RFP) is to solicit competitive sealed proposals for high capacity Internet and Session Initiation Protocol SIP Telecommunications Services with bundled Long Distance for the District of Osceola County, Florida (the "District"). The Respondent shall submit a proposal that complies with the Schools and Libraries E-Rate program Priority One funding and deadlines.

The present Internet access is being provided by a 400Mbps Metro Ethernet connection provided by the Florida Department of Education FIRN2 state contract through CenturyLink (formerly Embarq). The reliance upon Internet based curriculum and content is expected to continue to grow rapidly over the next five years. The three (3) year projection is to reach 1Gbps Internet access. Internet throughput and delivery is paramount to the educational goals of the District.

The present bulk telecommunications are being provided by five (5) CenturyLink PRI circuits located at the District Campus and one (1) Smart City PRI circuit located at Celebration High School for a combined total of ~1500 DIDs and ~45,000 long distance minutes a month. The District Campus PRIs also is the egress point for all of the campuses and sites. The current solution is unable to support the current call capacity or cross CO boundary lines and has no site redundancy.

2.0 SCOPE OF SERVICES

2.01 General

This document is a statement of specifications and general scope of work for Internet and SIP Telecommunications Service that will replace and upgrade the existing FIRN2 400Mbps Ethernet connection, five (5) CenturyLink PRIs, and one (1) Smart City PRI circuit. The proposals shall demonstrate that the Respondent has the capability, experience, expertise, and capacity necessary to design and provide the requested services. The Successful Respondent shall supply, install, configure, test, start-up, service, and maintain the requested access and services at an all-inclusive, competitive price.

It is imperative that creativity, flexibility, adaptability, and scalability be given serious attention as fluctuations and/or ability to obtain E-Rate Priority One funds in continuing years is pursued. Of paramount importance to the access and services offering is that this expansion and upgrade must be planned and executed to, at a minimum, provide access and services at or better than the level of service outlined below, minimize disruption of current access and services for students, teachers and staff and follows acceptance of the District's E-Rate application.

The Successful Respondent will work closely with District Infrastructure and Telephony staff to gain an understanding of the current and future direction of Internet, voice, video, and data networking at the District. The new services must be able to support the technologies and applications of current and future demands. The Successful Respondent will perform a site survey of the intended demarcation locations at District campus, Harmony High School, and Liberty High School.

2.02 E-Rate Discount Program

The District plans to participate in the Universal Service Program <http://www.universalservice.org/si/>, otherwise referred to as the "E-Rate Discount" created as part of the Federal Telecommunications Act of 1996, headed by the Schools and Libraries Division (SLD). This program is designed to ensure that all eligible schools and libraries in the United States have affordable access to modern communications and information services. Respondents are to provide a minimum of five (5) references relating to E-Rate participation in the appropriate section of their submittal as defined later in this document.

Internet & SIP Telecommunications Services with Bundled Long Distance

RFP # SDOC 10-P-048 NM

Respondent must be a registered Telecommunications Common Carrier in the State of Florida and/or registered with the Federal Communications Commission (FCC). Respondents are to submit documentation of registration in the appropriate section of their submittal as defined later in this document. (see Attachment "I").

The District will apply for discounts on eligible communication services as authorized by the Universal Service Order of the Telecommunications Act of 1996. The Universal Service Administrative Company (USAC) is responsible for administering this program. The awarded proposer shall provide responsive reimbursement for "BEAR Form" processing. The Successful Respondent shall comply with the SLD E-Rate program deadlines.

The Successful Respondent shall maintain E-Rate certification status throughout the duration of this contract and any extension of the contract period and must not be in "Red Light Status". The Successful Respondent shall also abide by all statutory, regulatory, or licensing requirements, per Rule 60A-1.006(3), Florida Administrative Code.

2.03 Installation & Cut-over Timelines

From the contract award date through June 30, 2010, the awarded proposer will be authorized to begin designing, engineering, permitting, and completing any construction necessary in preparation of commencing cut-over. All services shall be available for testing by June 1, 2010. Sites shall be cut-over with little or no interruption of service. All charges for awarded proposer's services and invoices will begin and be dated after June 30, 2010. Under no circumstances should any billing occur prior to June 2010 for any type of service provided, as the District will not honor any invoices dated prior to July 1, 2010.

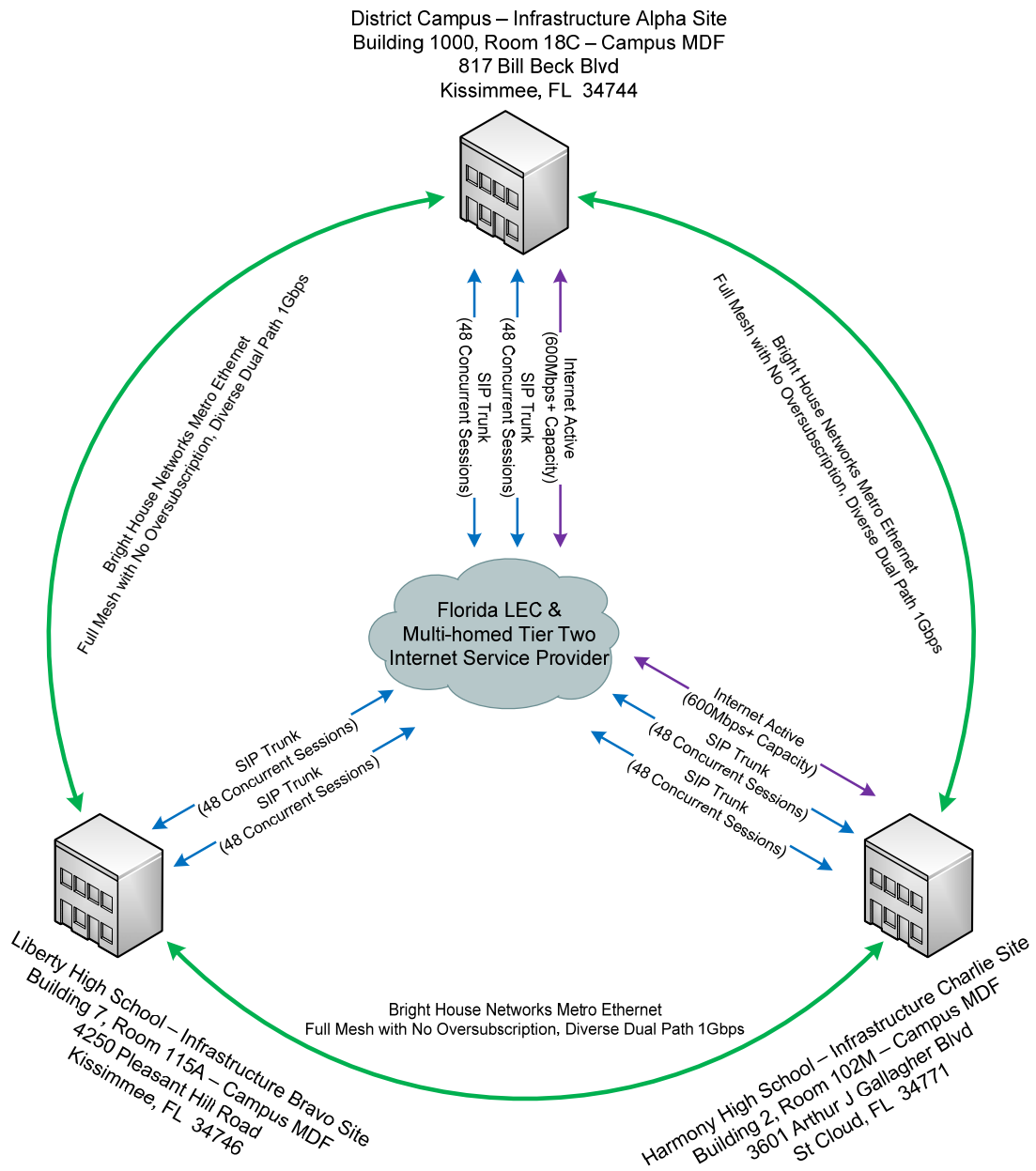
The proposal shall disclose any and all sub-contractors.

The District will provide its "Acceptance" of each circuit after the circuit has been installed, tested and the appropriate performance test results have been furnished to the District.

Billing for a circuit or services will not commence until and after the District has provided its written "Acceptance" of the circuit after June 30, 2010.

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2.04 High Level Topology



2.05 Internet Access

A. Overview

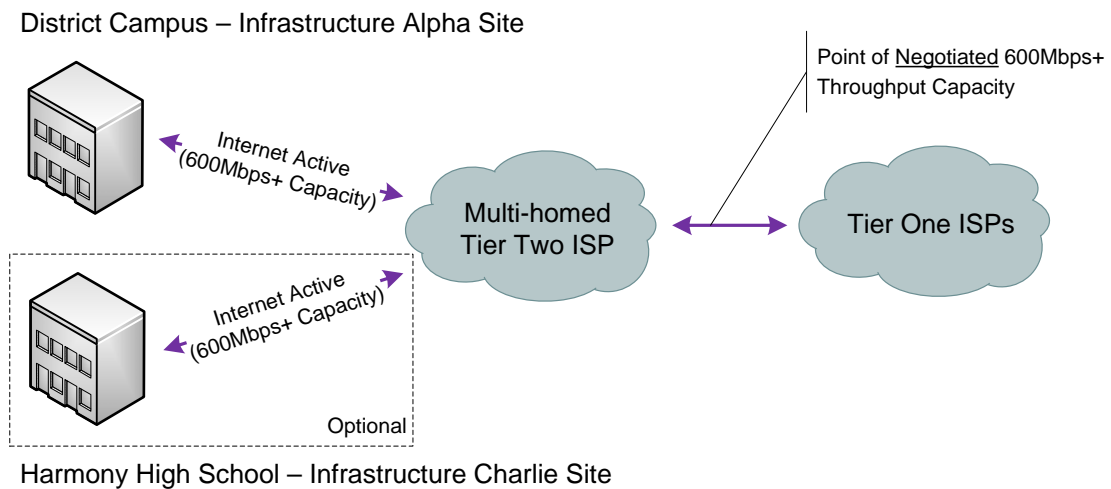
The current FIRN2 Internet service is provided by a single Metro Ethernet connection at District Campus, which is a single point of failure in providing Internet service to the entire District. The current FIRN2 service has also experienced problems providing capacity upgrades within a timely manner and throughput within their backbone. Proposals shall provide high bandwidth Public Internet service with consistent carrier-quality throughput capacity from a Multi-homed Tier Two Internet Service Provider within a timely and cost effective manner.

B. Throughput Capacity

Public Internet network connectivity will be provided at a negotiated scalable 600Mbps to 1Gbps (1000Mbps) consistent carrier-quality throughput capacity (in 100Mbps increments) with no over-subscription to Tier One Internet Peers. This is not to be confused with backbone link bandwidth or port speed. The District shall receive the requested consistent carrier-quality throughput capacity to the Public Internet boundary of the Tier One Peers. The Respondent’s proposal shall contain pricing for 600Mbps to 1Gbps throughput capacity.

Internet traffic shall not be filtered, manipulated, deep packet inspected or restricted in any way.

C. Connections



The proposal shall provide for both single-homed and an optional dual-homed connection to the District. The District shall be responsible for any hardware and software changes to its equipment. A design, satisfactory testing procedure, installation and cut over plan will be drawn up by the District and the Successful Respondent. The District and Successful Respondent shall conduct a status review approximately sixty (60) days before the scheduled cut-over date to confirm the implemented solution meets the District’s needs.

The connection link shall be provided as a fiber or copper 1Gbps full duplex interface. Any proposal requiring the District to provide or support a Long Haul or similar fiber GBIC shall not be accepted due to the cost associated to the District.

Any HVAC, power or other utility considerations required must be specified in the proposal. Any additional equipment space requirements for each site (if any) that may be needed to provide the requested services will also need to be in the proposal. The District standard for infrastructure equipment power is single phase 208VAC.

All connections shall be by buried fiber cable from the District property line to the MDF. Buried fiber cable is the preferred method of the entire installation. The Respondent shall identify all pathways, and declare which parts shall be buried or not in the submitted written proposal.

- Single-homed Internet Demarcation:

District Campus – Infrastructure Alpha Site
Building 1000, Room 18C – Campus MDF
817 Bill Beck Blvd, Kissimmee, FL 34744

The optional dual-homed connection shall have a diverse fiber path connection in an active/active configuration. The goal of this option is to provide a local redundant path from the provider to the District. Fire, power, cooling, flooding and the back-hoe are more of a concern than a major hurricane to the daily operations of the District. Each of the dual-homed connections shall be capable of transmitting the maximum negotiated throughput capacity, but the combined throughput of both connections shall not exceed the negotiated throughput capacity.

- Dual-homed Internet Additional Demarcation Option:

Harmony High School – Infrastructure Charlie Site
Building 2, Room 102M – Campus MDF
3601 Arthur J Gallagher Blvd, St Cloud, FL 34771

D. Protocols

The District is currently TCP/IP version 4, but proposals shall allow for TCP/IP version 6 or newer as they are released. In addition, the proposal shall discuss any ability to provide QoS tagging and multicast support to/from resources of FERN2 and the Florida Department of Education. Respondent shall provide an explanation in their proposal of their capacity to provide these either through or around their Tier One Peers. The District acknowledges that Tier One Peers typically do not honor any prioritization. Any limitations should be documented in the submitted written proposal.

E. Public TCP/IP Addresses

The Successful Respondent shall provide the District a single continuous 24 bit block of static TCP/IP version 4 addresses during the entire term of the contract at no additional cost to the District.

F. Scalability

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

G. Seasonal Scalability (optional)

The District's Internet traffic is seasonal in nature based upon faculty and student population. The Respondent's proposal shall disclose any options available to reduce the throughput capacity for a pre-selected window of time (one or more months).

H. Provider Backbone

The Respondent's proposal shall contain the following details at a minimum to show that the carrier has the capability and capacity to transport the District's traffic efficiently and effectively to Tier One Internet Peers:

- Describe your relationship with your Tier One Internet Peers.
- Describe and map the network which will transport the District's traffic:
 - Tier One Peer Ingress/Egress points

- Backbone Topology
- Backbone redundancy
- Backbone % utilization capacity
- Fiber optic topology (redundant ring, ring, mesh)
- Describe the equipment to be used and type of hand-off to district network.
- Describe the internal tracking of link and trunk utilization.

Respondent shall provide detailed information concerning the above requirements in their submittal. (This will be addressed in the Adjectival Scoring.)

2.06 SIP Telecommunications Service

A. Overview

The current five (5) bulk PRI connections terminate at District Campus, which is a single site point of failure for the entire District. These are used for the bulk of the ingress DID terminations and all call egress for the entire district. The PRI connection at Celebration High School only services the ingress at that site. Proposals shall provide for three demarcation locations in an active/active/active configuration with failover amongst all other sites.

B. Capacity

The proposal shall provide for a total of two hundred eighty-eight (288) concurrent sessions divided evenly across three (3) separate sites with two (2) diverse trunks per site and forty-eight (48) sessions per trunk.

C. Connectivity

Connectivity will be provided by redundant SIP routers with diverse fiber paths at each site. All connections shall be by buried fiber cable from the District property line to the MDF. Buried fiber cable is the preferred method of the entire installation. The Respondent shall identify all pathways, and declare which parts shall be buried or not in the submitted written proposal.

The District Infrastructure is entirely Cisco based. The SIP connections must interface with the District's Cisco switchgear & Unified Communications Manager 7 infrastructure. Respondent's proposal shall also not require any DSP resources to be provided by the District for session termination. Respondent shall provide detailed information concerning the above requirements in their submittal. (This will be addressed in the Adjectival Scoring.)

The connection link shall be provided as a copper or multimode fiber 1Gbps full duplex interface.

Any HVAC, power or other utility considerations required must be specified in the proposal. Any additional equipment space requirements for each site (if any) that may be needed to provide the requested services will also need to be in the proposal. The District standard for infrastructure equipment power is single phase 208VAC.

There shall be three demarcation locations with two connections each.

- SIP Demarcation Locations:

District Campus – Infrastructure Alpha Site
Building 1000, Room 18C – Campus MDF
817 Bill Beck Blvd, Kissimmee, FL 34744

Liberty High School – Infrastructure Bravo Site
Building 7, Room 115A – Campus MDF
4250 Pleasant Hill Road, Kissimmee, FL 34746

Harmony High School – Infrastructure Charlie Site

Building 2, Room 102M – Campus MDF
3601 Arthur J Gallagher Blvd, St Cloud, FL 34771

D. Protocols

Proposals shall provide transport of SIP sessions across the carrier's own backbone network with no conversion to TDM. The SIP conversion shall only be at the carrier's demarcation point to the PSTN.

E. Addresses

The SIP trunks will interconnect over private TCP/IP addresses from the District to the provider's backbone network.

F. Scalability

Concurrent SIP sessions must be easily scalable up or down in a cost efficient way. At the request of the District, the Successful Respondent will be able to scale up concurrent session capacity as requested within a three (3) month period of receipt of written request. The Successful Respondent will be able to scale down concurrent session capacity as requested within a two (2) week period of receipt of written request.

G. Seasonal Scalability (optional)

The District's Telephony utilization is seasonal in nature based upon faculty and student population. The proposal shall disclose any options available to reduce the throughput capacity for a pre-selected window of time (one or more months). This should be done in a manner which would leave a near equivalent number of concurrent sessions at each location. This option may leave only one (1) SIP router at each location during the seasonal turndown.

H. Failover

The proposal shall provide both automatic Failover Routing and Overflow Routing of the SIP trunks within and between each site at no additional cost to the District. In the event of failure of one of a site's SIP router, DID's shall be routed to the other SIP router on same site. If both site SIP routers are down, then DID's assigned to the site will be split between the other active SIP routers. A single site must have the routing ability to accommodate all DID's at the other sites in the event of a major outage.

I. Provider Backbone

The proposal shall contain the following details at a minimum to show that the carrier has the capability and capacity to transport the District's sessions efficiently and effectively to the PSTN.

- Describe your relationship with your PSTN Provider.
- Describe and map the network which will transport the District's sessions:
 - PSTN Ingress/Egress points
 - Backbone Topology
 - Backbone redundancy
 - Backbone % utilization capacity
 - Fiber optic topology (redundant ring, ring, mesh)
- Describe the equipment to be used and type of hand-off to district network.
- Describe the internal tracking of link and session utilization.

Respondent shall provide detailed information concerning the above requirements in their submittal. (This will be addressed in the Adjectival Scoring.)

J. Direct Inward Dial

The District must be allowed to port their current ~1500 DID's from the existing PRIs as well as an additional ~150 Centrex numbers to the new SIP trunks at no additional cost to the District. See attachment "J" for a current list of DID and Centrex numbers.

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The District has the broad expectation for 500 to 10,000 DIDs total to meet its internal VoIP requests. The proposal shall discuss the ability of these to be routed to a single site or load balanced across all sites. Provide DID pricing in 100, 250, 500, 1,000 and 5,000 unit blocks, with any discount rate that applies for the combined total of DIDs.

All inbound DID shall be provided to the School District as a full 10 digit number. All inbound caller-ID shall be provided at no additional cost.

K. Local Call Local Access and Transport Area (LATA)

The provided local call LATA shall be the local LATA of all three sites combined at no additional cost to the District. It shall not matter from which site the session egresses. The District does not wish to provide its own internal toll bypass routing for each site local LATA. The Successful Respondent shall provide session egress in a manner in which no Interstate, Intrastate, or additional charges are assessed for calls that are covered by the local LATA of any site. The proposal must include a comprehensive list of all NXXs identified as local free calling and NXXs identified as local extended calling. For local extended calling NXXs, Respondent must identify any rates associated with calls to those NXXs.

L. Extended LATA (optional)

A large number of outbound calls are just beyond the local call LATA of the District. The proposal shall provide any options available from the respondent to extend the SIP call LATA into Orlando, Winter Park, Lake Buena Vista, Polk County, and any other surrounding area or county. This option would allow the District to place more calls at a local call rate versus long distance rate. The proposal must include a comprehensive list of all NXXs identified as local free calling under the extended LATA option.

M. Long Distance

The proposal shall provide a single pool of monthly long distance minutes to be used by all three sites. It shall not matter from which site the session egresses. Any long distance minute charges associated with calls that egress any site will be subtracted from the single pool of minutes.

The proposal must identify any number of long distance minutes to be included in this pool at no additional cost to the District. The proposal must also identify the rates for interstate and intrastate long distance minutes for any minutes that exceed the included pool of minutes. The proposal shall provide bulk long distance pricing in 10,000, 25,000 and 40,000 minute blocks, with any discount rate that applies for the combined total of minutes.

N. International Calling

The proposal shall provide a single pool of monthly international minutes to be used by all three sites. It shall not matter from which site the session egresses. Any international minute charges associated with calls that egress any site will be subtracted from the single pool of minutes.

The proposal must identify any number of international minutes to be included in this pool at no additional cost to the District. The proposal must also identify the rates for international minutes for any minutes that exceed the included pool of minutes.

O. E911 Emergency Services

The most paramount of all services is E911 emergency services, and Florida Statute 365.175 http://www.flsenate.gov/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=Ch0365/SEC175.HTM&Titl requires that the District resolve to the station level. This level of resolution creates many challenges and is the most difficult to implement. The District requests that all proposals provide as many available solutions that the provider can implement in order to allow the District to provide the highest level of E911 service.

Automatic Location Identification (ALI) information to be supplied:

School (Site) Address + Building + Floor + Room

Some Example Scenarios for Discussion:

A. Provider can dynamically update the ALI to the Public Safety Answering Point (PSAP). Under this model, the District may choose to assign two (2) DIDs to each building floor, and utilize Cisco Emergency Responder to dynamically route the station's callback number. ALI updates may be made by a sub-contract service of the provider.

B. Provider can manually update the ALI to the PSAP. The District estimates changes to manually updated ALI at ~5% per year. However, manually updated ALI raises the number of DIDs that the District would have to purchase, but lowers the cost of location information servers. Under this model, the District may choose to assign a DID to every phone within the District. ALI updates may be made by a sub-contract service of the provider.

C. The District may choose to use Cisco Emergency Responder location information servers with a third party service, such as Intrado Inc. <http://www.intrado.com>, to dynamically update the ALI information to the PSAP.

2.07 Service Level Agreement

A. Service response shall be within one (1) hour of outage, with service restored within two (2) access hours during the 6:00 AM to 8:00 PM workday, and within four (4) non-business and generally accepted holiday hours. Access to sites is restricted and will be addressed with the Successful Respondent. All repairs of the service connections shall be the sole responsibility of the Successful Respondent.

B. For any connection with below 99.99% availability in any given month, twenty-four (24) hours per day, seven (7) days per week, the District may assess one (1) day of credit toward the monthly charge for that connection, not to exceed the monthly charge for that connection.

C. Network outages for any fifteen (15) minutes of continuous unavailability at any connection based on an event that has occurred, the District may assess one (1) day of credit toward the monthly charge for that connection, not to exceed the total monthly charge for that connection.

D. Network outages greater than fifteen (15) minutes of continuous unavailability at any connection based upon events that may occur, i.e., continuous breach of time, the District may assess one (1) day of credit toward the monthly charge for each cumulative hour of network unavailability for that connection, not to exceed the total monthly charge for that connection.

E. Network outages at any of the connections shall be less than two (2) hours per fiscal year. Any outages of fifteen (15) minutes or more of continuous unavailability occurring at any cluster site, the District may assess one (1) day of credit toward the monthly charge for that connection, not to exceed the monthly charge for that connection. If the total outages for any one(1) fiscal year (July 1 through June 30) exceeds four (4) hours for all Internet of SIP combined connections, then the District may assess one (1) month's credit for the lowest monthly cost Internet or SIP connection to appear on the next billing cycle. No credits issued for network outages should exceed the monthly charge for any connection.

F. Any disruption of service to any site should be reported to the District within fifteen (15) minutes of determination. Status updates should be provided hourly until service is fully restored.

G. The Successful Respondent shall continuously monitor the performance of the connections to ensure that minimum throughput capacity is being provided. The Successful Respondent shall submit with their monthly invoice monthly performance reports showing the performance levels of

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the connections. These monthly reports shall be for each connection to include: Network latency, packet loss, error conditions, service interruptions, and throughput capacity availability.

H. Network latency between the District connection and the Successful Respondent ingress/egress point (Tier One Peer or PSTN as applicable) shall not exceed thirty (30) ms round trip. In the event this occurs during any one (1) calendar month, the District may assess one (1) day of credit toward the monthly charge for that connection, not to exceed the total monthly charges for that connection.

I. Network jitter shall not exceed zero point five (0.5) ms round trip maximum. In the event this occurs during any one (1) calendar month, the District may assess one (1) day of credit toward the monthly charge for that connection, not to exceed the total monthly charges for that connection.

J. Network packet loss shall not exceed zero point five percent (0.5%) during any one month. In the event this occurs during any one (1) calendar month, the District may assess one (1) day of credit toward the monthly charge for that connection, not to exceed the total monthly charges for that connection.

2.08 Support

A. The Successful Respondent shall maintain a local repair facility / presence within Osceola County for dispatch service, equipment and materials in order to repair and meet the service level requirements as stated in this RFP.

B. The Successful Respondent shall provide support, training and technical expertise to the District regarding current technology on the use of services provided by proposer. Proposers are to include in their flat monthly rates any costs associated with rendering technical support. Proposals shall contain an action plan addressing technical support that will be offered to the District.

C. District Infrastructure and Telephony staff must be provided with the tools, software and appropriate security information to allow enough access into Successful Respondent's network equipment to allow the District to monitor the condition of the network. The Successful Respondent shall provide real time access to network status, bandwidth, latency, error conditions, and topology for all segments of the network and a method to verify network performance that is agreed upon by both parties.

D. The proposal shall provide methods for error and connectivity monitoring for detecting faults, anomalies and degradations. e.g., Remote Terminal Units (RTUs) or Optical Time Domain Reflectometer (OTDR) surveillance.

E. The Successful Respondent shall provide a minimum of three (3) months notification of product/service changes in writing and work with the District to test new hardware and/or services prior to implementation. The Successful Respondent shall identify how changes in their level of service are conveyed and provide adequate notification to ensure the new, revised, and/or updated capabilities do not create service level interruptions.

F. The Successful Respondent shall provide a project manager and a project management services team at no additional cost to the District to manage the transition of the network for the duration of the project until all exception items are dealt with after the cut-over of this project. If for any reason, a situation arises of conflict or dispute with the project manager, it will be at the discretion of the District to request a change of the assigned project manager. The project manager's responsibilities will include, but not be limited to: performance and oversight, day to day operations, communication on progress of the project, escalation of issues, work stoppages, support implementation and project control and administrative activities. The District will be responsible for issuing all disconnect orders with the existing carrier upon successful

establishment of the new services. Meetings shall be scheduled with the Successful Respondent, his representatives and the District Infrastructure and Telephony staff. Frequency of the meetings may change as the project progresses. The Successful Respondent must maintain and provide an up to date and accurate project contact list and escalation procedure to guarantee prompt service during the implementation period.

G. The Successful Respondent shall provide service at all sites seven (7) days per week, twenty - four (24) hours per day, unless otherwise scheduled downtimes for network upgrades or maintenance had been agreed upon. Successful Respondent's shall coordinate with the District any planned service changes and is required to provide at least a minimum of five (5) business days notification. The normal planned service hours shall be between the hours of 12:00 AM to 5:00 AM. If the Successful Respondent's service is restored by temporary means, permanent repairs must be completed within forty-eight (48) hours of the notified outage/equipment failure or notification of when permanent solutions will be in place.

H. Proposer must provide a trouble ticket system that will include:

Toll-free telephone number to report problems.

Web interface for tracking and reporting problems.

A unique identifier must be assigned to all trouble incidences and to all requested services for tracking purposes.

I. The Successful Respondent should exhaust what services can be performed remotely, and then dispatch support services for maintenance on its equipment. Successful Respondent's support staff should be on site within two (2) business hours and/or within four (4) non-business hours to address any quality issues or service calls.

J. The Successful Respondent must provide a current up to date and accurate contact list and escalation procedure to guarantee prompt service for the successful resolution of service issues, throughout the contract period.

3.0 SPECIAL TERMS & CONDITIONS

3.01 RFP Closing Date

Proposals must be received by the District of Osceola County's Purchasing Department, 817 Bill Beck Blvd, Building 2000, Kissimmee, Florida 34744-4495, no later than **2:00 p.m., local time, on January 5, 2010**. Proposals received after this time will not be considered.

3.02 Proposed Schedule

| | |
|-------------------|--|
| December 4, 2009 | Release date for Request for Proposal |
| December 14, 2009 | Final date to receive written questions |
| December 17, 2009 | Release date for Addenda to answer written questions |
| January 5, 2010 | Closing Date |
| January 7, 2010 | Written Evaluations (Committee) |
| January 12, 2010 | Oral Presentations |
| January 19 2010 | Recommendation To Negotiate with Top-Ranked Firm |
| January 21, 2010 | Pre-Contract Meetings |
| January 21, 2010 | Submittal of Final Contract for Board Approval |
| February 2, 2010 | Board Approval |

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3.03 Delivery of Proposals

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

District of Osceola County, Florida
Purchasing Department, **Building 2000**
817 Bill Beck Blvd
Kissimmee, Florida 34744-4495

Mark package(s) "RFP # 10-P-048 NM Internet & SIP Telecommunications Services with Bundled Long Distance"

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to the Purchasing Department, Building 2000 at the above address. To be considered, **a proposal must be received and accepted in the Purchasing Office before the RFP Closing Date and Time.**

| | |
|--|---|
| * DO NOT OPEN * SEALED PROPOSAL * DO NOT OPEN * | |
| SEALED PROPOSAL NUMBER: | <u>10-P-048 NM</u> |
| PROPOSAL TITLE: | <u>Internet & SIP Telecommunications Services with Bundled Long Distance</u> |
| PROPOSAL DUE ON | <u>January 5, 2010</u> AT <u>2:00 P.M.</u> |
| PROPOSAL ENCLOSED | <u>"NO PROPOSAL LETTER" ENCLOSED</u> |
| Deliver To: | The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495 |

Cut out the Label above and attach it to your envelope/package

3.04 Public RFP Opening

- A. Only the names of the firms submitting proposals will be read aloud at the RFP opening. The proposals will be available for inspection during normal business hours in the Purchasing Departments ten (10) days of the closing date, by appointment (Florida Statute 119.071 (1) (b)).
- B. A complete recap of proposals will be available after the committee makes a recommendation. A copy of the completed proposal recap will be available on our Purchasing web page at <http://www.osceola.k12.fl.us/depts/Purchasing/index.asp> within ten (10) days.
- C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Purchasing Department, Kissimmee, Florida, (407) 870-4625 at least five (5) days prior to the date.

3.05 Proposal Form

- A. See **Submittal Requirements** for complete details.
It is not necessary to return every page of this document with the Proposal; return only the pages that require signatures or information.

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- B. Each respondent shall submit eleven (11) sets of the Proposal Submittals:
- **One (1)** hard copy marked "ORIGINAL
 - **Eight (8)** hard copies marked "COPY"
 - **Two (2) COMPLETE electronic copies on CD's, in PDF format (Excel spreadsheets shall not be recorded in PDF). Note solicitation number and name of company on the disk.**

If a Non-disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD. Confidential materials shall be segregated on a separate CD, plainly labeled "Confidential Materials".

- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.06 Questions Concerning RFP

- A. Questions concerning any portion of this RFP shall be directed in writing or by e-mail to the Purchasing Agent named herein, who shall be the official point of contact for this RFP. Questions should be submitted at least seven (7) days before the closing date.
- B. Mark cover page or envelope(s) "**Questions on RFP #SDOC 10-P-048 NM Internet & SIP Telecommunications Services with Bundled Long Distance.**"
- Submit questions to:
- Neil D. McDonald, Purchasing Supervisor
Telephone: 407.870.4625
Fax: 407.870.4616
E-mail: mcdonaln@osceola.k12.fl.us

3.07 Clarification and Addenda

- A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 407.870.4616) through the Purchasing Agent named herein. The School Board will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- B. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the District's web site at <http://www.osceola.k12.fl.us/depts/Purchasing/index.asp> for any addenda. The District will not mail/fax/email addenda to prospective respondents.**

3.08 Award

The School Board reserves the right to award the contract to the respondent(s) that the School Board deems to offer the best overall proposal(s). The School Board is therefore not bound to accept a proposal on the basis of lowest price. In addition, the School Board at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School Board to do so. The School Board also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the School Board's best interest. The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and

recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

3.09 Other Agencies

- A. All respondents awarded contracts from this solicitation may, upon mutual agreement with the awarded respondent(s), permit any school board, community college, state university, municipality or other governmental entity, which may include public Charter Schools, to participate in the contract under the same prices, terms and conditions.
- B. Further, it is understood that each entity will issue its own purchase order to the awarded respondent(s).

3.10 F.O.B. Point

The F.O.B. points for this contract and for all purchases made under it shall be as specified by the using entity (in accordance with the RFP proposal form), in Osceola County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the seller / respondent and the carrier.

3.11 Assignment

The Bidder shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the School Board. In the event of any assignment, the Bidder remains secondarily liable for the performance of the Contract, unless the School Board expressly waives such secondary liability. The School Board may assign the Contract with prior written notice to Bidder of its intent to do so. For the purpose of this Contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by Bidder or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in Bidder, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in Bidder. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in Bidder; (3) sale of common stock of Bidder pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in Bidder; (4) transfer of any interest in Bidder in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in Bidder in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

3.12 Contract

- A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the School Board may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, will be issued; see attached preliminary draft (Attachment "H"). The attached draft contract is the School Board's standard contract and may be revised subject to negotiation between the School Board and the respondent. Content of the final contract may contain changes from the School Board's perspective as a result of the RFP process and submittal(s) received. The final negotiated contract shall include the scope of services as outlined in Section 2.0 of the RFP along with the successful respondent's submittal. School Board contracts are subject to review by the School Board Attorney or designee for determination of legal form and substantive sufficiency.
- B. The Director of Purchasing and Warehouse, Superintendent and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee is authorized to make changes to any contract.

- C. The School Board shall be responsible for only those orders placed by the School Board on an authorized signed Purchase Order or Price Agreement. The School Board shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Purchasing Department at 407.870.4625.

3.13 Disclosure of Proposal Content

- A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information **must be segregated**, accompanied by an executed Non-disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the School Board shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE RFP DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

3.14 Respondent's Responsibility

A respondent, by submitting a proposal, represents that:

- A. The respondent understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;
- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief, and;
- D. The respondent will be held responsible for any and all discrepancies, errors, etc. in discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the School Board's annual audit.

3.15 Payment Terms

- A. The School Board will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the School Board will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after receipt of the entire order of the commodity or service, and a properly completed invoice, whichever is later.
- C. The School Board has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).
- D. By submitting a proposal (offer) to the School Board, the respondent expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the respondent to the School Board for any legal obligation between the respondent and the School Board.
- E. The District shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Florida Statute 218.70 – 218.80).
- F. The District shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Florida Statute 218.70 – 218.80).
- G. If credits are incurred due to non-performance of any of the contract terms, the proposer shall provide the credit on the next billing cycle from the reported occurrence of the non-performance. If there is a dispute as to whether a credit is owed and the parties find the credit to be invalid, the credit will be reversed on the next billing cycle.

3.16 Conflict of Interest Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.17 Licenses and Certificates

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

3.18 Minor Irregularities

The School Board reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the School Board. Minor irregularities are defined as those that have no adverse effect on the School Board's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.19 Insurance Requirements

Each respondent shall include in their submittal proof of insurance capabilities, including but not limited to, the following requirements:

- A. Workers' Compensation – As required by Florida law. The Workers' Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the School Board. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a copy of said notice.

Requirements for Respondents that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with less than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt", along with valid proof of coverage for non-exempt employees.

The waiver mentioned above is included as an attachment to this bid. Waivers shall be returned with the bid proposal as detailed in the Submittal Requirements.

- B. Commercial General Liability Insurance
 - 1. Each occurrence
 - (a) One Million Dollars (\$1,000,000)
 - 2. Aggregate
 - (b) One Million Dollars (\$1,000,000)
- C. Professional Liability Insurance
 - 1. (a) One Million Dollars (\$1,000,000) with a deductible not to exceed \$25,000

The respondent shall carry Property Damage and Public Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. All insurance policies shall be issued by insurers licensed to do business in the State of Florida and any insuring company is required to have a minimum rating of B, Class VIII in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

The Respondent shall maintain in force for the duration of this Agreement a Technology Errors and Omissions/Cyber Liability policy including without limitation, software errors and omissions, unauthorized access, unauthorized use, virus transmission, denial of service, personal injury, advertising injury, failure to protect privacy, and intellectual property infringement covering the liability of the Respondent and the liability of the School Board arising out of the acts of the Respondent as respects to the design and development of the systems used to operate and maintain the service with a minimum limit of One Million (\$1,000,000.00) Dollars aggregate limit.

If coverage as required is written on a claims-made basis, the Respondent warrants that any retroactive date applicable to coverage under the policy precedes the effective date

of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 3 years beginning from the time that work under the Agreement is completed.

The respondent shall either cover any subcontractors on its policy or require the subcontractor to obtain coverage to meet these requirements and file appropriate forms with the School Board.

Certificate of Insurance: A certificate of insurance indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished by the respondent to the School Board Representative prior to the execution of the contract and annually upon renewal thereafter. Respondent agrees that School Board will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance have been provided to the School Board Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the School Board. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- (1) The name of the insured respondent, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.
- (2) Statement that the Insurer will mail notice to the School Board at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- (3) School Board shall be named as an additional insured on General Liability Insurance as evidenced by the endorsement.

Loss Deductible Clause: The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the respondent and/or subcontractor providing such insurance.

3.20 Award Term

The School Board is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful respondent(s) shall be awarded an initial five (5) year term with three (3) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

3.21 Unusual Costs

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

3.22 Deviations

All proposals must clearly and with specific detail, note all deviations to the **exact** requirements imposed upon the respondent by the Specifications. Such deviations must be stated upon the Proposal Form otherwise School Board will consider the subject proposals as being made in strict

compliance with said Specifications to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that the School Board will only consider proposals that meet the exact requirements imposed by the Specifications; except, however, said proposals may not be subject to such rejection where, **at the sole discretion of the School Board**, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

3.23 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than thirty (30) calendar days to present or file any claims against the School Board concerning this contract. After that period, the School Board will consider the respondent to have waived any right to claims against the School Board concerning this agreement.

3.24 Termination / Cancellation of Contract

The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

The Respondent may cancel the resulting contract with one hundred twenty (120) days **written** notice to the Director of Purchasing and Warehouse. Failure to provide proper notice to the School Board may result in the respondent being barred from future business with the School Board.

3.25 Termination for Default

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

3.26 Termination for School Board's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. The respondent may cancel the resulting contract with ninety (90) days **written** notice to the Director of Purchasing and Warehouse.

3.27 Incurred Expenses

This RFP does not commit the School Board to award a contract nor shall the School Board be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.28 Post-Proposal Discussions with Respondents

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

3.29 Presentations by Respondents

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

3.30 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent but to ensure that the School Board receives quality services.

3.31 Compliance with Laws and Regulations

The respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify the School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the Federal Government, State of Florida, Osceola County, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

The District reserves the right to renegotiate the terms and conditions and prices submitted in this RFP in the event that the existing Scope of Services is changed due to regulatory changes or any other factors which may impact this contract. Any revisions to the original contract or price changes incorporated into this contract shall be negotiated through the District in the form of an amended contract and must be mutually agreed upon in writing by the District and the Successful Respondent. The District reserves the right to rebid this contract if the changes in the Scope of Services so dictate.

3.32 Indemnification of School Board

The respondent shall indemnify hold harmless and defend the School Board, its officers, agents, and employees, from or on account of any claims losses, expenses, injuries, damages, or liability resulting or arising solely from respondent's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of School Board, its officers, agents, or employees. The indemnification shall obligate the respondent to defend at its own expense or to provide for such defense, at School Board's option, any and all claims and suits brought against School Board, which may result from respondent's performance or nonperformance of services pursuant to the contract.

3.33 Records & Right to Audit

The respondent shall maintain such financial records and other records as may be prescribed by the School Board or by applicable federal and state laws, rules, and regulations. The respondent shall retain these records for a period of five (5) years after final payment, or until they are audited by the School Board, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three year period for examination, transcription, and audit by the School Board, its designees, or other entities authorized by law.

3.34 Changes in Scope of Services

- A. The School Board may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Representative, School Board's Director of Purchasing and Warehouse, and the respondent.
- B. If the respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the School Board's Representative in writing of this belief. If the School Board's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The School Board reserves the right to negotiate with the awarded respondent(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.
- D. On each anniversary of the contract, the District shall have the right to conduct a price determination of the contracted services based on current market or tariff prices in the same tariff region. The Successful Respondent may also, at this time request a price increase. If the price determination finds the current market or tariff prices are lower or higher than the contract prices then the District may request to renegotiate the contract prices with the Successful Respondent.

3.35 Modifications Due to Public Welfare or Change in Law

The School Board shall have the power to make changes in the contract as the result of changes in law and/or Ordinances of the School Board to impose new rules and regulations on the respondent under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The School Board shall give the respondent notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally

construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the respondent. In the event any future change in Federal, State or County law or the Ordinances of Osceola School Board materially alters the obligations of the respondent, or the benefits to the School Board, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the respondent, then the respondent or the School Board shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The School Board and respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the School Board and the respondent shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the respondent directly and demonstrably due to any modification in the contract under this clause.

3.36 Right to Require Performance

- A. The failure of the School Board at any time to require performance by the respondent of any provision hereof shall in no way affect the right of the School Board thereafter to enforce same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the respondent to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may procure the services from other sources and hold the respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

3.37 Force Majeure

The School Board and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this RFP and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.38 Respondent's Personnel

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

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

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

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

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

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

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

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

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

3.39 Claim Notice

The respondent shall immediately report in writing to the School Board's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the School Board in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at the School Board project site.

3.40 Contract/Respondent Relationship

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

Any awarded respondent shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent respondent the awarded respondent shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-respondent's wages or salaries. Benefits for same shall be the responsibility of the respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent respondent shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent respondent shall not be provided special space, facilities, or equipment by the School Board to perform any of the duties required by the contract nor shall the School Board pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

Prior to commencing work the successful respondent will be required to sign a written contract incorporating the specifications and terms of the Request for Proposal and the response thereto (See Attachment "H"). Any contract awarded as a result of this RFP shall begin on July 1, 2010 and continue through June 30, 2015. Renewal periods of three (3) one year renewal periods will be allowed upon mutual consent of the School Board and the awarded respondent. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same.

The independent respondent shall not be exclusively bound to the School Board and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the School Board.

3.41 Proposal Acceptance/Rejection

The School Board reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the School Board.

3.42 Funding Out/Termination/Cancellation

- A. Florida School Laws (Section 1000, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- B. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.
- C. Therefore, the following funding out provisions is an integral part of this proposal and must be agreed to by all proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days prior written notice to the successful proposer.

Such written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.
- c. "This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."
- d. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

3.43 Posting of RFP Conditions/Specifications

This RFP will be posted for review by interested parties on the School Board's Purchasing Department's web site and will remain posted up to and including the Due Date of this RFP. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceeding under Chapter 120, Florida Statutes.

3.44 Posting of RFP Recommendation

The recommendation for award will be posted for review by interested parties on the School Board's Purchasing Department's web site and will remain posted for a period of 72 hours. Any person who may be adversely affected by an intended decision with respect to the award of any bid may protest such a decision by following the bid protest procedure of the District of Osceola County. Failure to follow the requirements of the bid protest procedures and Section 120.57(3), Florida Statutes, shall constitute a waiver of all protest rights.

3.45 Examination of Documents

Document files may be examined, during normal working hours, ten (10) days after proposals have been opened.

3.46 Tobacco Free

The District is a Tobacco free District. Tobacco and tobacco products are prohibited on any of the District properties.

3.47 School Security

Respondent acknowledges and understands that the goods or services contemplated by this contract/agreement that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and other wise comply with applicable law, the respondent (awarded firm) agrees to the following provisions and agrees that the failure of the respondent to comply with any of these provisions may result in the termination of this contract by the District:

- A. Unauthorized Aliens. The District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's sub-contracted Firms, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
- B. Possession of Firearms. Possession of firearms will not be tolerated on District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent Awarded Firm of the awarded vendor, or any of its sub-Awarded Firms, is found to have brought a firearm(s) on to the District's property, said employee/independent Awarded Firm shall be immediately removed and terminated from the project by the awarded vendor. If sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the awarded vendor shall terminate its agreement with the sub-Awarded Firm. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.
- C. Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-Awarded Firms, of any employee, or independent Awarded Firm, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
- D. Possession/Use/Under the Influence of Mind Alerting Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent Awarded Firm or its sub-Awarded Firms' employees/independent Awarded Firms, will not be tolerated on the District's property. If any employee/independent Awarded Firm is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent Awarded Firm shall be removed and terminated from the project by the awarded vendor. If a sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the agreement with the sub-

Awarded Firm for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement.

- E. Compliance with the Jessica Lunsford Act. Recent changes to the Florida Statutes require that all persons or entities entering into contracts with the School Boards/Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute and District Standards. The required level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contract/agreement.

3.48 Taxes

The District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request and on the District's website at www.osceola.k12.fl.us/depts/Purchasing. Firms or Respondents doing business with the District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Respondent be authorized to use the District's Tax Exemption Number in securing such materials.

3.49 Liquidated Damages

In case of failure on the part of the successful respondent to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the District of Osceola County or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified by the Owners representative, and which the District of Osceola County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Firm shall pay to the District, as liquidated damages, in the sum of \$200.00 for each calendar day of delay after the assigned substantial completion date of the project. If the actual completion extends beyond the time limit specified for the final completion deadline the liquidated damages shall be \$400.00 for each calendar day for additional time required for final completion of the work, these two (2) sums can run concurrently. In no way shall costs for liquidated damages be construed as a penalty on the Respondent.

3.50 Advertising

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

3.51 Security and Confidentiality

The successful respondent shall comply fully with all security procedures of the District in performance of the Contract. The successful respondent or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the District. The successful respondent shall not be required to keep confidential information or material that is publicly available through no fault of the

successful respondent, material that the successful respondent developed independently without relying on the District's confidential information or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the successful respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

3.52 Suspension of Work

The School Board's Authorized Representative may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interest of the District to do so. The School Board's Authorized Representative shall provide the successful respondent written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the successful respondent shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the successful respondent, the School Board's Authorized Representative shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Vendor/Respondent to any additional compensation.

3.53 Packaging, Transportation and Delivery

Any tangible product delivered under this Contract shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers.

All prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point in Osceola County, as specified on each Purchase Order. Delivery shall be within thirty (30) calendar days after the receipt of the notice to proceed or purchase order. The Respondent must notify the District within five (5) calendar days after receiving a purchase order, if there are any potential delivery delays. Evidence of inability to deliver or intentional delays shall be cause for Contract Termination and possible Respondent suspension for a period up to 12 months.

3.54 Installation

Where installation is required, the Successful Respondent shall be responsible for placing and installing products in the required locations at no additional charge per District Division 17 <http://www.osceola.k12.fl.us/depts/Facilities/DesignStandards.asp>. All miscellaneous installation materials shall be included in the Total Turnkey price. The miscellaneous installation materials include the following: conduit, wire, fiber, connectors, fittings, boxes, etc. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The Successful Respondent shall protect the site from damage and shall repair damages or injury caused during the installation by the Successful Respondent or its employees or agents. If any alternation is required to the Building to achieve installation, the Successful Respondent shall promptly restore the structure or site to its original condition. Successful Respondent shall perform installation work so as to cause the least inconvenience and interference with the Customer and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.55 Literature

Upon request, the Respondent shall furnish literature reasonably related to the Services offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

3.56 Inspection and Acceptance

The District shall accept each Deliverable when it meets the requirements of this Contract and the relevant project noted on the Purchase Order. Inspection may include validation of information or software through the use of automated tools and/or testing of the Deliverables, as specified in the projects proposal. The scope and nature of this testing should be negotiated prior to the Purchase Order and should be sufficiently comprehensive to ensure the completeness, quality and adequacy of all Deliverables.

3.57 Intellectual Property

The terms and conditions contained in this section shall apply to all Purchase Orders issued under this contract unless the Customer specifically details other terms on the Purchase Order. The Customer and the Respondent should take care to ensure that project specific changes to these terms are as explicit as possible. All inconsistencies will be resolved in the best interests of the District.

3.58 Key Personnel

Respondent's Key Personnel (if any) shall be identified on the projects proposal/quote, and may include employees, agents, subcontractors, or other personnel of the Respondent. The Respondent agrees that in the event it becomes necessary for the Respondent to change Key Personnel while performing Services under the purchase order, substitution of Key Personnel shall take place only upon Customer's prior written consent. Failure to notify Customer prior to the change of Key Personnel, or a substantial change in Key Personnel as determined by the Customer, may be sufficient cause for Termination.

3.59 Warranty

Respondent warrants the Services furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of one (1) year from the date of acceptance.

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

3.60 Warranty of Authority / Service Agreement

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.61 Service Agreement (options on the Price Sheet)

The District of Osceola County may be interested in purchasing a Service Agreement which will include all parts and labor. List the Cost of the Service Agreement Cost per Year on the Price Sheet (if available).

3.62 Proposal Bond

A Proposal Bond payable to the District of Osceola County is required with this RFP. If your proposal is under \$200,000 your proposal bond shall be in the amount of \$1,500.00 dollars. If your proposal is over \$200,000 your proposal bond must be equal to 10% of your proposal

amount. The Proposal Bond can be in the form of a bond, cashier's check, or irrevocable letter of credit (ILOC). The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. The bond, cashier's check, ILOC shall not expire until the contract is awarded and 100% Performance & Payment Bonds are received from the awarded firm. The Proposal Bond shall guarantee that (1) the Respondent shall not withdraw their proposal after the closing time and date of this RFP, or (2) the awarded respondent, shall promptly execute a Contract and deliver any required specifications required by the School Board prior to start-up of the project. The bond, cashier's check or ILOC will be invoked by the School Board to ensure payment of the Respondent of damages incurred by withdrawal of their proposal, or failure to enter into a contract after award. Proposal bonds, without interest, will be returned upon receipt of appropriate insurance documents and/or Performance & Payment Bonds, if applicable.

3.63 Performance and Payment Bonds

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

3.64 Wage Price Redetermination

- A. The successful respondent may petition the Director of Purchasing and Warehouse, or the designee, for price redetermination within sixty (60) days of the expiration of each term or on the anniversary date of the contract, whichever is specified elsewhere in this RFP. Any price redetermination will be solely based upon changes as documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number will be the base for the first quarter of 2009 as published in April, 2009. The initial redetermination index number will be the index for the first quarter of 2010 as published in April 2010. Refer to Employment Cost Index, Table 5, for total compensation private industry workers, by industry and occupational group @ www.bls.gov/news.release/eci.t05.htm. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. The base figure for service for March 2009 is 106.1. The difference will be the maximum percentage increase allowed. This percentage will be applied to both the rate paid to the respondent's employee and the billed rate. [Example: March 2007 Index = 103.1, March 2008 Index = 106.1: therefore the maximum increase = $106.1 - 103.1 = 3\%$].
- B. For all periods after the first year the March indexes will be used.
- C. If the federal government increases the minimum wage during the term of the contract and any renewal, the successful respondent may petition the Director of Purchasing and Warehouse for price redetermination for those job categories where the pay to the successful respondent's employee is the current minimum wage. The School Board will grant an increase of exactly the amount of the minimum wage increase [not the percentage increase]. The successful respondent must increase the pay to the employee by the amount the successful respondent wants increased. The amount paid to the successful respondent will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The successful respondent must supply written documentation of any other increase that is beyond the scope and

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control of the successful respondent. All written documentation must satisfy the reasonable expectations of the School Board.

[Example: minimum wage increases from \$5.75 to \$6.00 per hour. The respondent's Bid amount for category X to the employee is \$5.75, and the billed rate is \$6.60. The respondent may petition for an increase of \$0.25 per hour to be paid to the employee and a billed rate of \$6.85 + written and documented cost increases for FICA, Medicare and Workers' Compensation.]

- D. If the School Board and the successful respondent cannot agree on the price redetermination, then the contract will expire without prejudice. The School Board reserves the right to award any classification(s) from an expired contract to the next ranked successful respondent that is still under contract.
- E. If the successful respondent bills the District at a higher price according to any price redetermination granted by the School Board, and the successful respondent fail to increase the hourly rate paid to the employee for the same period, the successful respondent will be considered in contract default and the contract will be immediately terminated.

3.65 Price Redetermination - Fuel

The successful respondent may petition the Director of Purchasing and Warehouse for price redetermination if/when the price of fuel increases by a minimum of ten (10%) percent. Any price redetermination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU0571" or "#2 diesel fuel - WPU057303" as published by the Bureau of Labor Statistics, which can be found on-line at <http://stats.bls.gov>. The base index number will be the month of April 2009. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. Any price redetermination will include all items awarded. If the School Board and the respondent cannot agree on any price redetermination, then the contract will expire. Respondents shall provide documentation to illustrate what percentage of the price is related to fuel, as the increase shall be calculated based upon the percentage of the cost associated to the cost of fuel (see example below). Failure to provide the detailed cost analysis with each request for a price redetermination due to fuel price escalation shall preclude any price redetermination due to fuel costs.

Example:

- Fourteen (14%) percent of the cost to provide product/service is attributed to the cost of fuel.
- PPI in the month the solicitation closed was \$281.40 \$300.00
- Current PPI is \$300.00 -\$281.40
- \$18.60
- \$18.60 divided by \$281.40 = .066%
- The unit cost of the product/service is \$100.00
- 14% of \$100.00 = \$14.00
- \$14.00 x .066% = \$.92
- New unit price for the product/service is \$100.92

If the School Board grants an increase in the contract price based upon increases in gasoline and/or diesel prices, then the Board may also adjust the contract price downward if the cost of gasoline and/or diesel decreases by ten percent (10%) or more from the date of the last increase in the contract price.

This clause may be used in addition to any other price redetermination clause in this invitation.

If the School Board and the respondent cannot agree on any price redetermination, then the contract will expire without prejudice 30 (thirty) days after the impasse is reached.

3.66 Price Redetermination

The respondent may petition the Director of Purchasing and Warehouse for price redetermination within 60 (sixty) days of the expiration of each term of the contract or on the anniversary date of the contract, whichever is specified elsewhere in this RFP. The School Board may also petition the respondent under the same guidelines. Any price redetermination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity "Telecommunications Equipment"– "517110" as published by the Bureau of Labor Statistics which can be found on-line at <http://stats.bls.gov>. The base index number will be the month of March 2009. The initial redetermination index number will be the index for March 2010 as published in May 2010. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. For all periods after the first year, subsequent March indexes will be used. Any price redetermination will include all items awarded.

Respondents shall provide documentation to illustrate what percentage of the price for the product/service is related to the commodity, as the increase shall be calculated based upon the percentage of the cost associated to the cost of the commodity (see example below). Failure to provide the detailed cost analysis with each request for a price redetermination due to commodity price escalation shall preclude any price redetermination requests relating to commodity costs.

Example:

- Eighty-six (86%) percent of the cost to provide product/service is attributed to the cost of the commodity.
- PPI in the month the solicitation closed was \$193.90 \$300.00
- Current PPI is \$300.00 -\$193.90
\$106.10

- \$106.10 divided by \$193.90 = .547%
- The unit cost of the product/service is \$100.00
- 86% of \$100.00 = \$86.00
- \$86.00 x .547% = \$47.04
- New unit price for the product/service is \$147.04

If the School Board grants an increase in the contract price based upon increases in the PPI Index, then the Board may also adjust the contract price downward if the PPI Index decreases by ten percent (10%) or more from the date of the last increase in the contract price.

This clause may be used in addition to any other price redetermination clause in this invitation.

If the School Board and the respondent cannot agree on any price redetermination, then the contract will expire without prejudice 30 (thirty) days after the impasse is reached.

3.67 Litigation

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

3.68 Division Of Corporations Registration Requirements

Respondents who are required to be registered with the Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number. All registered respondents must have an active status in order to be eligible to do business with the School Board. The specific requirements for registration are found in Chapter 607, of the Florida Statutes. To register with the State of Florida, visit: www.Sunbiz.org.

3.69 Resolution of Bid Protests

The School Board Rule 7.70.V shall be followed as outlined below for the resolution of any bid protests:

- A. The School Board shall follow the procedure specified in Florida Statutes, Section 120.57(3) and as the same may be amended from time to time for the resolution of bid protests.
- B. The Purchasing Department shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting.

The notice shall contain the following statement:

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- C. Any person who is adversely affected by the intended award of a solicitation or contract by the School Board or the recommendation of the Director of Purchasing or other responsible employee of the School Board shall file with the Director of Purchasing as agent for the School Board a notice of protest in writing within 72 hours after the electronic posting of the award or intended decision, and shall file a formal written protest within ten (10) days after the date he or she has filed the notice of protest. With respect to a protest of the specifications contained in a solicitation, the notice of protest shall be filed in writing within 72 hours after the electronic posting of the solicitation, and the formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. All formal written protests must be filed with a bond payable to the District equal to 1% of the estimated contract amount (Florida Statute 287.042(2)(c)). Failure to file a notice of protest or failure to file a formal written protest and bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The School Board may, in its discretion, waive any procedural irregularity or defect in procedures so long as any opposing party is not materially prejudiced by such waiver. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. The notice of protest and formal written protest shall be filed in the Purchasing Department between the hours of 8:00 a.m. and 4:30 p.m. upon any day the office is open for business.

The provisions specified herein constitute the exclusive remedy for any adversely affected party with respect to a bid protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- D. Upon receipt of the formal written protest which has been timely filed, the Purchasing Director shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final agency action, unless the School Board, by duly enacted resolution sets forth in writing the particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process

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without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

The School Board finds that a substantial interest in the public welfare is the timely award of contracts when required as a condition of receiving grants or funds from outside sources which will be in addition to the regular school budget.

- E. The Purchasing Director shall schedule a meeting to provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of a formal written protest and bond.
- F. If the Purchasing Director cannot resolve the protest by mutual agreement within the seven (7) day period referred to in Paragraph E., the School Board shall conduct an informal administrative hearing, under Section 120.57(2), Florida Statutes, acting as the agency head, where there are no disputed issues of material fact. The informal hearing shall be held with notice of no less than 72 hours, excluding Saturdays, Sundays, and legal holidays within thirty (30) days of receipt of the formal written protest and bond, unless the parties, with the consent of the School Board, agree to extend the time for the hearing. The School Board shall have the right to schedule the hearing subject to these provisions.

3.70 Definitions

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

ALI: Automatic Location Identification is a database generally maintained by the LEC under contract by the PSAP to identify the address of the station that initiated a call to 911.

Centrex: A PBX-like service providing switching at the central office instead of at the customer's premises. Typically, the telephone company owns and manages all the communications equipment and software necessary to implement the Centrex service and then sells various services to the customer.

CO: Central Office: The site where the local telephone company's equipment routes calls to and from customers, as well as connecting customers to ISP's and Long Distance Services.

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

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

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

DID: Direct inward dialing is a feature offered by telephone companies for use with their customers' private branch exchange (PBX) systems. In DID service the telephone company provides one or more trunk lines to the customer for connection to the customer's PBX and allocates a range of telephone numbers to this line (or group of lines) and forwards all calls to such numbers via the trunk. As calls are presented to the PBX, the dialed destination number (DNIS) is transmitted, usually partially (e.g., last four digits), so that the PBX can route the call directly to the desired telephone extension within the organization without the need for an operator or attendant. The service allows direct inward call routing to each extension while

maintaining only a limited number of subscriber lines to satisfy the average concurrent usage of the customer.

Director: The Director is the Director of Purchasing and Warehouse for the School Board.

E911: Enhanced 911 or E911 is a North American telecommunications based system that automatically associates a physical address with the calling party's telephone number, and routes the call to the most appropriate PSAP for that address.

E-Rate: Also known as E-Rate Discount.

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

FIRN2: Florida Information Resource Network <http://www.firn2.net>

ISP: An Internet service provider is a company that offers its customer's access to the Internet.

LATA: Local access and transport area is a geographical area designated by the FCC for the provision and administration of telephone service to individual customers.

LEC: Local exchange carrier (LEC) is the term for a public telephone company in the U.S. that provides local telephone service within a LATA.

MDF: The Main Distribution Frame is a wiring rack that connects outside lines with internal lines.

NXX: Network Numbering Exchange (NXX) is a three digit central office (CO) identification code; N is a digit two through nine, and x is a digit zero through nine. Originally an NNX, now in the form of NXX due to an expansion where zero and one may appear as second digits.

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

PRI: The primary rate interface is the standard for connections to offices. It's based on a T1 line in the US. The T1 consists of 24 channels. Digital signal 1 (DS1, also known as T1, sometimes "DS-1") is a T-carrier signaling scheme devised by Bell Labs.[1] DS1 is a widely used standard in telecommunications in North America and Japan to transmit voice and data between devices. Technically, DS1 is the logical bit pattern used over a physical T1 line; however, the terms "DS1" and "T1" are often used interchangeably.

PSAP: A Public Safety Answering Point is a call center responsible for answering calls to an emergency telephone number for police, firefighting, and ambulance services.

PSTN: The public switched telephone network (PSTN) is the network of the world's public circuit-switched telephone networks, in much the same way that the Internet is the network of the world's public IP-based packet-switched networks. Originally a network of fixed-line analog telephone systems, the PSTN is now almost entirely digital and includes mobile as well as fixed (POTS) telephones.

Respondent: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a contract with the School Board for the provision of the services set forth herein.

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

School Board: The term School Board refers to the District of Osceola County, Florida.

School Board's Project Manager(s): The Project Manager(s) have responsibility for the day to day administration of the resulting contract for the School Board and will be designated prior to award of contract.

SIP: The Session Initiation Protocol is a signaling protocol, widely used for controlling multimedia communication sessions such as voice and video calls over Internet Protocol (IP). The protocol can be used for creating, modifying and terminating two-party (unicast) or multiparty (multicast) sessions consisting of one or several media streams. The modification can involve changing addresses or ports, inviting more participants, adding or deleting media streams, etc. Other feasible application examples include video conferencing, streaming multimedia distribution, instant messaging, presence information and online games.

SLD: Schools and Libraries Division

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

TCP/IP: The Internet Protocol Suite (commonly known as TCP/IP) is the set of communications protocols used for the Internet and other similar networks. It is named from two of the most important protocols in it: the Transmission Control Protocol (TCP) and the Internet Protocol (IP), which were the first two networking protocols defined in this standard.

TDM: Time-division multiplexing is a type of digital or analog multiplexing in which two or more signals or bit streams are transferred apparently simultaneously as sub-channels in one communication channel, but are physically taking turns on the channel. The time domain is divided into several recurrent timeslots of fixed length, one for each sub-channel.

USAC: Universal Service Administrative Company is the company which administers the E-Rate discount program.

VoIP: Voice over Internet Protocol is a general term for a family of transmission technologies for delivery of voice communications over IP networks such as the Internet or other packet-switched networks. Other terms frequently encountered and synonymous with VoIP are IP telephony, Internet telephony, voice over broadband (VoBB), broadband telephony, and broadband phone.

End of Section

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4.0 SUBMITTAL REQUIREMENTS/WRITTEN EVALUATION CRITERIA

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on an analysis of the criteria herein addressed.

- 4.01 Scoring:** An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.

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

- 0 = Unsatisfactory: Not responsive to the question.
- 1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 4 = Exceeds Expectations for effectiveness and responsiveness to the question.

NOTE: The Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section.

- 4.02** All proposals shall include at minimum:

Tab 1 – Respondent's Profile and Submittal Letter – (Weighted Value - 04)

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

1. A brief profile of the firm, including:
 - A. A brief history of the business
 - B. Organizational structure of business
 - C. Designation of the legal entity by which the business operates (i.e. sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.)
 - D. Ownership interests
 - E. Active business venues (counties, states, etc.)
 - F. Present status and projected direction of business
 - G. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida

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- H. Those firms located within the Osceola County must include a copy of their County Business Tax Receipt (formerly known as an occupational license). If a respondent is located within Osceola County, failure to have or obtain an Osceola County Business Tax Receipt prior to the RFP closing date and time shall automatically render a respondent non-responsive. **Note: Charitable organizations that qualify under Florida Statute No. 205.192 are exempt from this requirement.**

- I. Federal Identification Number of firm

Tab 2 - Completed Respondents Information Form (page 1 of this RFP) (Non-Scored)

Tab 3 – References – (Weighted Value - 04)

- A. List at least five (5) recent and relevant references where the proposed services have been used within the past year. The degree of relevant experience of the proposer with Florida School Boards and/or political subdivisions will be a primary factor.
- B. List at least five (5) references relating to E-Rate participation (Section 2.02).

Tab 4 – Experience of Personnel – (Weighted Value - 04)

Provide details regarding the qualifications/resumes of the key personnel and sub-contractors providing the service requested, including education and training, and experience in services herein addressed.

Tab 5 – Installation & Cutover – (Weighted Value - 03)

Provide details regarding the timeline and milestones that will ensure the successful implementation of this project. (Section 2.03).

Tab 6 – Internet Access – (Weighted Value - 13)

Provide documentation regarding the ability, capacity, and skill of the Firm to be able to provide Internet Service.

- A. Internet Throughput Capacity (Section 2.05B).
- B. Dual-homed Internet Connection (Section 2.05C).
- C. Internet Provider Backbone (Section 2.05G).

Tab 7 – SIP Telecommunications Service – (Weighted Value - 14)

Provide documentation regarding the ability, capacity, and skill of the Firm to be able to provide the SIP Telecommunications Service.

- A. SIP Capacity (Section 2.06B).
- B. SIP Failover (Section 2.06H).
- C. SIP Provider Backbone (Section 2.05I).

Tab 8 – Service Level Agreement – (Weighted Value - 05)

All respondents shall provide documentation of any and all sections of the SLA (Section 2.07) that they are unable to support and provide a detailed description why they are unable to meet those requirements.

Tab 9 – High Level Topology – (Weighted Value - 04)

Provide a high level topology drawing similar to the one provided (Section 2.04) if the provider has any changes to request. If the respondent has no exceptions to the topology, then the tab must include a statement indicating as such.

Tab 10 – Internet Approach and Methodology – (Weighted Value - 05)

Provide the Firm's approach and methodology of how the services herein addressed will be provided. Include Firm's project approach, methodology, testing and acceptance procedures that will ensure the successful implementation and maintenance of the Internet service.

Tab 11 – SIP Approach and Methodology – (Weighted Value - 05)

Provide the Firm's approach and methodology of how the services herein addressed will be provided. Include Firm's project approach, methodology, testing and acceptance procedures that will ensure the successful implementation and maintenance of the SIP Telecommunications service.

Tab 12 – E911 Solutions – (Weighted Value - 07)

Provide detailed documentation of the Firm's available and proposed solutions to ensure that the District is compliant with all applicable Florida Statutes with regard to ALI resolution to the station level.

Tab 13 – Support – (Weighted Value - 04)

All respondents shall provide documentation of any sections of Support (Section 2.08) they are unable to support and provide a brief description explaining why they are unable to meet those requests.

Tab 14 – Other Services – (Weighted Value – 03)

- A. Optional Internet Service Seasonal Scalability (Section 2.05G).
- B. Optional SIP Telecommunications Service Extended LATA (Section 2.06L).
- C. Any offered value added services.

Tab 15 – Exceptions to the Contract – (Weighted Value - 05)

All respondents shall provide any and all exceptions to the contract (Attachment "H") and a brief description explaining why the exception is requested. If the respondent has no exceptions to the contract, then the tab must include a statement indicating as such.

Tab 16 – Financial Statement – (Weighted Value – 05)

All respondents shall include their most recent financial statement with their response, a certified audit of the last available fiscal year, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

Tab 17 – Conflict of Interest Form (Attachment "C") (Non-Scored)

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement.

Tab 18 – Addenda (Non-Scored)

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

Tab 19 – Confidential Materials (Attachment "E", Exhibit "A") (Non-Scored)

All materials that qualify as "trade secrets" shall be segregated, clearly labeled and accompanied by an executed Non-disclosure Agreement for Confidential Materials shall be submitted in this section.

Tab 20 – Additional Requirements Attachments (Non-Scored)

Drug Free Workplace Certification, Attachment "A"
Debarment Certification, Attachment "B"
Hold Harmless Certification, Attachment "F"

E-Rate Participant Acknowledgement, Attachment “I”

Tab 21 – Fee Structure –(TOTAL Weighted Value – 15, as broken down below)

All rates shall also disclose and include all applicable taxes and/or fees. For all rates, please provide a separate itemized list of all applicable taxes and/or fees.

A. Section 2.05 B & C **(Weighted Value – 1)**

| Negotiated Throughput Capacity | Single-homed Internet \$/Month | Dual-homed Internet (optional) \$/Month |
|--------------------------------|--------------------------------|---|
| 600Mbps | | |
| 700Mbps | | |
| 800Mbps | | |
| 900Mbps | | |
| 1000Mbps | | |

B. Section 2.05 G **(Weighted Value – 1)**

Provide pricing for seasonal scalability if available.

C. Section 2.06 B **(Weighted Value – 1)**

| Trunk Connections | District Campus – Alpha \$/Month | Liberty High – Bravo \$/Month | Harmony High – Charlie \$/Month |
|-------------------|----------------------------------|-------------------------------|---------------------------------|
| 48 Sessions | | | |
| 48 Sessions | | | |

D. Section 2.06 F **(Weighted Value – 1)**

Provide pricing for seasonal scalability if available.

E. Section 2.06 J **(Weighted Value – 1)**

| DID Blocks | \$/Month |
|------------|----------|
| 100 | |
| 250 | |
| 500 | |
| 1000 | |
| 5000 | |

F. Section 2.06 L **(Weighted Value – 1)**

Provide pricing for Extended LATA if available.

G. Section 2.06 M **(Weighted Value – 1)**

| Pool Minutes | \$/Month |
|--------------|----------|
| 5,000 | |
| 10,000 | |
| 25,000 | |
| 40,000 | |

Provide overage per minute rate for Intrastate long distance. **(Weighted Value – 1)**

Provide overage per minute rate for Interstate long distance. **(Weighted Value – 1)**

H. Section 2.06 N **(Weighted Value – 1)**

Provide per minute rates for International Calls.

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- I. Provide a “Mock-Up” bill for one (1) month with the following parameters **(Weighted Value – 5)**:
 - a. 800Mbps Single-Homed Internet Service
 - b. 288 Concurrent SIP Sessions
 - c. 1,750 DIDs
 - d. 5000 Extended LATA Minutes
 - e. 50,000 Long Distance Minutes
 - f. 100 International Minutes

End of Section

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5.0 ORAL PRESENTATION EVALUATION CRITERIA

Each respondent will be ranked based on an analysis of the criteria required below. The adjectival scoring system shall be applied for the evaluation of the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.

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

- 0 = Unsatisfactory: Not responsive to the question.
- 1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 4 = Exceeds Expectations for effectiveness and responsiveness to the question.

All presentations shall include at minimum:

1. Ability, Capacity, and Skill of the Proposer – (Weighted Value 26)

Firm shall address their ability, capacity, and skill to be able to provide the Scope of Services as outlined in Section 2 of this RFP.

Installation & Cutover – (Weighted Value - 02)

Provide details regarding the timeline and milestones that will ensure the successful implementation of this project. (Section 2.03).

Internet Access – (Weighted Value - 10)

Provide documentation regarding the ability, capacity, and skill of the Firm to be able to provide Internet Service.

- D. Internet Throughput Capacity (Section 2.05B).
- E. Dual-homed Internet Connection (Section 2.05C).
- F. Internet Provider Backbone (Section 2.05G).

SIP Telecommunications Service – (Weighted Value - 10)

Provide documentation regarding the ability, capacity, and skill of the Firm to be able to provide the SIP Telecommunications Service.

- D. SIP Capacity (Section 2.06B).
- E. SIP Failover (Section 2.06H).
- F. SIP Provider Backbone (Section 2.05I).

Service Level Agreement – (Weighted Value - 04)

All respondents shall provide documentation of any and all sections of the SLA (Section 2.07) that they are unable to support and provide a detailed description why they are unable to meet those requirements.

2. Relevant Experience – (Weighted Value 10)

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

3. Approach and Methodology – (Weighted Value 26)

Firm shall address in detail their approach and methodology of how the services herein addressed will be provided, including timelines, milestones, testing and acceptance procedures that will ensure the successful implementation and maintenance of this project.

Internet Approach and Methodology – (Weighted Value - 06)

Provide the Firm’s approach and methodology of how the services herein addressed will be provided. Include Firm’s project approach, methodology, testing and acceptance procedures that will ensure the successful implementation and maintenance of the Internet service.

SIP Approach and Methodology – (Weighted Value - 06)

Provide the Firm’s approach and methodology of how the services herein addressed will be provided. Include Firm’s project approach, methodology, testing and acceptance procedures that will ensure the successful implementation and maintenance of the SIP Telecommunications service.

E911 Solutions – (Weighted Value - 08)

Provide detailed documentation of the Firm’s available and proposed solutions to ensure that the District is compliant with all applicable Florida Statutes with regard to ALI resolution to the station level.

Support – (Weighted Value - 04)

All respondents shall provide documentation of any sections of Support (Section 2.08) they are unable to support and provide a brief description explaining why they are unable to meet those requests.

Other Services – (Weighted Value – 02)

- D. Optional Internet Service Seasonal Scalability (Section 2.05G).
- E. Optional SIP Telecommunications Service Extended LATA (Section 2.06L).
- F. Any offered value added services.

4. Exceptions to the Contract – (Weighted Value - 10)

All respondents shall provide any and all exceptions to the contract (Attachment “H”) and a brief description explaining why the exception is requested. If the respondent has no exceptions to the contract, then the tab must include a statement indicating as such.

5. Fee Schedule – (TOTAL Weighted Value – 28, as broken down below)

All rates shall also disclose and include all applicable taxes and/or fees. For all rates, please provide a separate itemized list of all applicable taxes and/or fees.

A. Section 2.05 B & C **(Weighted Value – 05)**

| Negotiated Throughput Capacity | Single-homed Internet \$/Month | Dual-homed Internet (optional) \$/Month |
|--------------------------------|--------------------------------|---|
| 600Mbps | | |
| 700Mbps | | |
| 800Mbps | | |

Internet & SIP Telecommunications Services with Bundled Long Distance

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| | | |
|----------|--|--|
| 900Mbps | | |
| 1000Mbps | | |

- B. Section 2.05 G **(Weighted Value – 01)**
Provide pricing for seasonal scalability if available.

- C. Section 2.06 B **(Weighted Value – 04)**

| Trunk Connections | District Campus – Alpha \$/Month | Liberty High – Bravo \$/Month | Harmony High – Charlie \$/Month |
|-------------------|----------------------------------|-------------------------------|---------------------------------|
| 48 Sessions | | | |
| 48 Sessions | | | |

- D. Section 2.06 F **(Weighted Value – 01)**
Provide pricing for seasonal scalability if available.

- E. Section 2.06 J **(Weighted Value – 01)**

| DID Blocks | \$/Month |
|------------|----------|
| 100 | |
| 250 | |
| 500 | |
| 1000 | |
| 5000 | |

- F. Section 2.06 L **(Weighted Value – 01)**
Provide pricing for Extended LATA if available.

- G. Section 2.06 M **(Weighted Value – 06)**

| Pool Minutes | \$/Month |
|--------------|----------|
| 5,000 | |
| 10,000 | |
| 25,000 | |
| 40,000 | |

Provide overage per minute rate for Intrastate long distance. **(Weighted Value – 01)**

Provide overage per minute rate for Interstate long distance. **(Weighted Value – 01)**

- H. Section 2.06 N **(Weighted Value – 08)**
Provide per minute rates for International Calls.

- J. Provide a “Mock-Up” bill for one (1) month with the following parameters **(Weighted Value – 5):**

- a. 800Mbps Single-Homed Internet Service
- b. 288 Concurrent SIP Sessions
- c. 1,750 DIDs
- d. 5000 Extended LATA Minutes
- e. 50,000 Long Distance Minutes
- f. 100 International Minutes

End of Section

Solicitation Date of Events

| Date | Description |
|---------------------------|--|
| December 4, 1009 | RFP Project Posted to SDOC Website: www.osceola.k12.fl.us/depts/Purchasing/Index.asp |
| December 14, 2009 | Question Deadline - due before 1:00 PM Location: School District of Osceola County Purchasing Department 817 Bill Beck Blvd., Bldg 2000 Kissimmee, FL 34744 |
| December 17, 2009 | Addenda released (if necessary) Addenda addressing questions received prior to the question deadline will be "posted" to SDOC's Web Site. |
| January 5, 2010 | Submittals Due before 2:00 PM Deliver to: School District of Osceola County Purchasing Department 817 Bill Beck Blvd., Bldg. 2000 Kissimmee, FL 34744 |
| January 7, 2010 | Committee to Evaluate Submittals |
| January 7, 2010 | Selection Committee Short List Meeting Location: Purchasing Conference Room Time: 2:00 PM |
| January 7, 2010 | Short Listed Firms Notified |
| January 11, 2010 | Short Listed Firms Presentations/Informal Interviews Oral Presentations before the Selection Committee Location: School District of Osceola County Purchasing Conference Room 817 Bill Beck Blvd., Bldg 2000 Kissimmee, FL 34744 Time: 12:00 PM -5:00 PM |
| February 2, 2010 | School Board Meeting, Board Approval |
| February 12, 2010 100% | Deadline to deliver 100% Performance & Payment Bonds, Certificate of Insurance with SDOC Additional Insured due to: Purchasing Department Name, Title 817 Bill Beck Blvd., Bldg 2000 Kissimmee, FL 34744 |
| June 1, 2010 | Testing |
| July 1, 2010 | Contract Start Date |

Internet & SIP Telecommunications Services with Bundled Long Distance

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_____, 2010

PROPOSAL FORM

TO: School District of Osceola County, Florida
Director of Purchasing and Warehouse
817 Bill Beck Blvd., Building 2000
Kissimmee, Florida 34744-4495

The undersigned hereby declare that [firm name] _____
_____ have carefully examined the specifications to furnish:

For which proposals were advertised to be received **no later than 2:00 p.m., local time, January 5, 2010** and further declare that [firm name] _____
_____ will furnish the Internet & SIP Telecommunications Services with Bundled Long Distance according to specifications.

Prompt Payment Terms: _____ % _____ Days; Net 30 Days

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

Do you offer a discount for electronic funds transfer (EFT)? YES _____% NO _____

The School District of Osceola County, Florida, reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this Request for Proposals No. **SDOC 10-P048 NM** and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company _____

Per _____ (Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____

E-Mail Address: _____

Dunn & Bradstreet # _____ Fed. I.D. # _____

Division Of Corporations Registration Number: _____

Attachment "A"

DRUG FREE WORKPLACE
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature

Attachment "B"

**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 NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

(BID NUMBER and the Solicitation Title)

Organization Name

RFP Name & Number

Names and Titles of Authorized Representative(s)

Signature(s)

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 fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
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 by reason 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 which 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 perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
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.

Attachment "C"
Conflict of Interest

I HEREBY CERTIFY that

1. I (printed name) _____ am
the (title) _____ and the duly authorized representative
of the firm of (Firm Name) _____
whose address is _____, and
that I possess the legal authority to make this affidavit on behalf of myself and the firm
for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts
of interest, real or apparent, due to ownership, other clients, contracts, or interests
associated with this project; and,

3. The business nor any authorized representative or significant stakeholder of the
business has been determined by judicial or administrative board action to be in
noncompliance with or in violation of any provision/contract of the School Board of
Osceola County, nor has any outstanding past due debt to the School Board of Osceola
County, Florida; and

4. This Submittal is made without prior understanding, agreement, or connection with
any corporation, firm, or person submitting a response for the same services, and is in all
respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

COUNTY OF _____ STATE OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
_____, who is personally known to me or who has
produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires _____

(Seal)

Attachment "D"

Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

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

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), or Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).



Attachment "E"
NON-DISCLOSURE AGREEMENT
For
CONFIDENTIAL MATERIALS

Reference # _____

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES. *THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION*, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

Respondent:

Address:

This Agreement is entered into as of the date of the last signature set forth below between the School District of Osceola County, a political subdivision of the State of Florida (the "District"), and the above named Respondent (hereinafter the "Respondent"). The School District of Osceola County and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

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

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

Internet & SIP Telecommunications Services with Bundled Long Distance

RFP # SDOC 10-P-048 NM

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

1. Confidential Materials. The Respondent warrants and represents to the School District that the materials described in the attached Exhibit A (the “Confidential Materials”) constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School District for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School District agrees not to disclose such Confidential Materials to third parties.

2. Additional Materials. During the course of the negotiations or the business relationship with the School District, the Respondent may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped “confidential” or “trade secret” prior to delivery to the School District, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School District acknowledging receipt of such materials.

3. Exclusions. For purposes of this Agreement, the term “Confidential Materials” does not include the following:
 - (a) Information already known or independently developed by the School District;
 - (b) Information in the public domain through no wrongful act of the School District;
 - (c) Information received by the School District from a third party who was legally free to disclose it;
 - (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
 - (e) Information disclosed by requirement of law or judicial order, including without

limitation Chapter 119 Florida Statutes; or

- (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non Disclosure by Respondent. In the event that the School District discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School District's prior written consent. Further, upon conclusion of discussions or business transactions between the School District and the Respondent, or at any time upon request of the School District, Respondent agrees to return such information (including any copies) to the School District.

5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School District's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School District may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(e) Florida Statutes. Respondent further understands that the School District may be required to disclose such information if directed by a court of competent jurisdiction.

Internet & SIP Telecommunications Services with Bundled Long Distance

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7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School District to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School District in defending the denial of the records request, and shall hold the School District harmless from any claim for statutory costs and attorneys fees arising from the School District's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School District beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School District be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School District, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School District designates the following address for such notice:

The School District of Osceola County, Florida
Director of Purchasing and Warehouse
817 Bill Beck Blvd., Building 2000
Kissimmee, Florida 34744

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be

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exclusively in Osceola County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

School District of Osceola County, Florida

Respondent

BY: _____

BY: _____

NAME: Dr. Michael A. Grego

NAME: _____

TITLE: Superintendent

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Exhibit "A"

DESCRIPTION OF CONFIDENTIAL MATERIALS

Attachment "F"
HOLD HARMLESS AGREEMENT

**Return this page ONLY if claiming exemption from the
Worker's Compensation Insurance Requirement**

I am the owner of _____, an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs less than four employees, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the School Board of Osceola County, Florida (the "School Board"), its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of our contract with School Board, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of School Board or their employees, or of their subcontractors or their employees. The named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the School Board in any action indemnified hereby, the named business shall, at its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the SCHOOL BOARD under Section 768.28, Florida Statutes.

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____,
by _____, who is personally known to me
or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____
Type or print name: _____
Commission No.: _____
Commission Expires _____

(Seal)

Attachment "G"
STATEMENT OF NO BID

The School District of Osceola County, Florida
Purchasing Department
817 Bill Beck Boulevard, Building 2000
Kissimmee, Florida 34744-4495

Attn: **Neil McDonald, Purchasing Supervisor**

Bid # SDOC 10-P-048 NM

We, the undersigned, have decided not to bid for the following reasons.

- _____ We do not handle products/services in this classification
 - _____ Opening date does not allow sufficient time to complete bid
 - _____ Cannot supply at this time
 - _____ Suitable but engaged in other work
 - _____ Quantity too small
 - _____ Cannot meet required delivery
 - _____ Equivalent not presently available
 - _____ Unable to meet specifications
 - _____ Unable to meet insurance/bond requirements
 - _____ Please remove our name from the vendor file for the commodity listed above
 - _____ Please remove our name from the School Board's entire vendor files
 - _____ Other reasons or remarks
-
-

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School District of Osceola County's vendor list for this commodity.

Company Name _____

Authorized Signature _____

Print Name of Authorized Person _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____

Attachment "H"

Services Agreement

The School Board of Osceola County, Florida, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4492, ("School Board") does hereby retain the services of _____ with an address of _____ (hereinafter called "Contractor") to furnish the services in accordance with the following terms and conditions:

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

Said services shall be completed to the satisfaction of _____

Services shall be considered complete _____.

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

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

3. Term. The term of this agreement shall be from _____ until _____, unless terminated as provided herein, or extended by supplement to this agreement.

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

5. Compensation and Payment. Based on the completion of services described in paragraph 1 above, the Contractor shall receive one of the following:

- A. A fixed fee of _____.
- B. At the rate of _____ per _____ up to a maximum

of \$ _____ as compensation for all work and services performed for the School Board.

Expenses (choose one): _____ are _____ are not authorized. Expenses shall only be incurred as authorized by School Board and as provided for by section 112.061, Florida Statutes.

Payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of **Contractor's** invoice and completion of services. **The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.**

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

7. **Insurance and Indemnification.** The **Contractor** agrees to indemnify and save harmless the **School Board**, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the **Contractor**, its agents, employees, or representatives, or arising from any **Contractor** furnished good or service, except to the extent that such damage is due solely and directly to the negligence of the **School Board**. The **Contractor** will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company: (a) general liability (b) automobile and (c) workers' compensation where applicable, in the minimum amounts required by the Risk Management Department and Purchasing Department of the School District of Osceola County, Florida. The **Contractor** will provide before commencement of work, and attach to this agreement, certificates evidencing such coverage. The **School Board** reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient.

8. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Osceola County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

9. **Background Check.** The **Contractor** agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the **School Board**. This background screening will be conducted by the **School Board** in advance of the **Contractor** or its personnel providing any services under the conditions described in the previous sentence. The **Contractor** shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the **Contractor** and its personnel. The parties agree that the failure of the **Contractor** to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the **School Board** to terminate immediately with no further responsibilities or duties to perform under this agreement. The **Contractor** agrees to indemnify and hold harmless the **School Board**, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from **Contractor's** failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

10. **Assignability.** This contract is for the personal services of the **Contractor** and may not be assigned by the **Contractor** in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in **Contractor**, without the

prior written consent of the **School Board** which consent the **School Board** may withhold in its sole discretion.

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

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

13. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

14. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. In witness whereof, the parties hereto, by the undersigned, who are authorized to bind said parties, agree to the terms and conditions herein and attached hereto.

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

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

17. **Access to and Retention of Documentation.** The **School Board**, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the **Contractor** which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the **School Board** has made final payment and all services have been performed under this agreement.

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 18(a) – (d) above, with respect to **Contractor** or its principals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

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

By: _____
John McKay, Chairman

Date Approved: _____

ATTEST:

By: _____
Michael A. Grego, Ed.D, Superintendent

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

| YEAR | FND | CNTR | PROJECT | FUNC | OBJT | PRG | S | AMOUNT |
|------|-----|------|---------|------|------|-----|---|--------|
| | | | | | | | | |

Send required insurance certificates to Risk Management Department.
New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to Accounts Payable Department.

Exhibit "A"
Statement of Work

This Statement of Work ("Statement of Work") is entered into as of _____, 20__ by and between _____ ("Respondent") and The School Board of Osceola County, Florida ("School Board").

This Statement of Work is intended to supplement the Agreement by and between the parties, dated _____, ("Agreement") under the terms set forth therein. All definitions used and not defined herein shall have the meanings set forth in the Agreement.

1. Description of services to be rendered by Respondent (the "Services"):
2. Description of any deliverables to be provided by Respondent hereunder (the "Deliverables"):
3. Payment. Payment for this Statement of Work shall be made as follows:
4. Project Management: Each party shall assign a project manager to act as the primary liaison with respect to the relationship established hereunder.

A. School Board's project manager shall be _____.

B. Contractor's project manager shall be: _____.

Contact Information: _____

Name of Company

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

By: _____
Signature

By: _____
Superintendent

Date: _____

Date: _____

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Exhibit “B”

RESPONDENT’S PROPOSAL AND AMENDMENTS

(TO BE ADDED)

Attachment "T"

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

By submitting a proposal AND signing in the space indicated below, the proposer certifies that the company represented in the proposal acknowledges and accepts the terms and conditions outlined in this Request for Proposal (RFP). The proposer further certifies that the company represented here is an "Eligible Telecommunications Provider" (ETP) as determined by the Universal Service Administrative Company (USAC). Proposer further certifies that if it is found by the USAC that proposer is not an ETP, contrary to the representations made herein, proposer will be liable for any funding request denied by the USAC because of said finding. Information regarding the E-Rate program is available by calling 1-888-203-8100 or on the following web site: <http://www.universalservice.org/sl/>

PLEASE PRINT INFORMATION BELOW:

Company Name

Address

City/State/Zip

Telephone

Fax

FEIN

E-Rate Contact Name/Title

E-Rate Contact Email

Address

E-Rate Telephone

E-Rate Fax

E-Rate Spin Number

Signature of Owner or Authorized Officer/Agent – Provide Title

PROVIDE THE FOLLOWING:

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

State of Florida Registered Telecommunications Common Carrier No.: _____

Attachment “J”

DID and Centrex Numbers to be ported to SIP Trunks

Celebration High School – DIDs currently provided by Smart City

321-939-6601 to 6607

321-939-6609 to 6699

District Campus – DIDs currently provided by CenturyLink

407-343-4501 to 4514

407-518-2008

407-343-4516 to 4519

407-518-2009

407-343-7304 to 7310

407-518-2010 to 2019

407-343-7319

407-518-2900 to 2999

407-343-7323

407-518-4540 to 4599

407-343-7325

407-518-5401 to 5459

407-343-7332 to 7369

407-518-8141

407-343-7734

407-518-8143 to 8159

407-343-7748

407-846-1307

407-343-8018

407-846-4452

407-343-8600 to 8799

407-344-2467

407-847-4126

407-344-2498

407-847-4267

407-344-4687

407-344-5006

407-870-0382

407-344-5012

407-870-0496

407-344-5014

407-870-1400 to 1499

407-344-5046

407-870-1598

407-344-5070

407-870-1861

407-344-5089

407-870-2648

407-344-7016

407-870-2943

407-344-8155

407-870-4000 to 4099

407-344-9833

407-870-4600 to 4650

407-870-4654

407-348-0894

407-870-4658

407-348-2370

407-870-4660 to 4699

407-348-2797

407-870-4800 to 4832

407-348-2867

407-870-4834 to 4857

407-348-2984

407-870-4859

407-348-6796

407-870-4864

407-348-7386

407-870-4868

407-348-7571

407-870-4870 to 4999

407-348-8586

407-870-5492

407-348-9204

407-870-5519

407-348-9728

407-870-5582

407-870-5669

407-518-2002

407-870-5746

407-518-2003

407-870-5771

407-518-2004

407-870-5815

407-518-2005

407-870-5894

407-518-2006

407-870-7502

407-518-2007

407-870-7513

District Campus – DIDs currently provided by CenturyLink continued...

| | |
|----------------------|----------------------|
| 407-870-7561 | 407-935-9134 |
| 407-870-7990 | |
| 407-870-8229 | 407-943-7243 |
| 407-870-8236 | 407-943-7245 to 7258 |
| 407-870-8654 | 407-943-7277 |
| 407-870-8690 | 407-943-7278 |
| 407-870-8750 | 407-943-7740 to 7749 |
| 407-870-8763 | 407-944-9564 |
| 407-870-9567 | |
| | 407-962-5265 |
| 407-931-1635 | |
| 407-931-4333 | |
| 407-931-5199 | |
| 407-932-1379 | |
| 407-932-1657 | |
| 407-932-1730 | |
| 407-933-3900 to 3906 | |
| 407-933-3908 | |
| 407-933-3909 | |
| 407-933-3911 to 3995 | |
| 407-933-3997 | |
| 407-933-3998 | |
| 407-933-8530 | |
| 407-933-9901 to 9978 | |
| 407-933-9980 to 9999 | |
| 407-935-0365 | |
| 407-935-0948 | |
| 407-935-1033 | |
| 407-935-1987 | |
| 407-935-3501 | |
| 407-935-3519 | |
| 407-935-3549 | |
| 407-935-3563 to 3567 | |
| 407-935-3569 to 3574 | |
| 407-935-3576 | |
| 407-935-3578 | |
| 407-935-3579 | |
| 407-935-3590 | |
| 407-935-3601 to 3606 | |
| 407-935-3608 to 3611 | |
| 407-935-3614 to 3616 | |
| 407-935-3629 | |
| 407-935-3651 | |
| 407-935-3657 | |
| 407-935-3667 | |
| 407-935-3684 | |
| 407-935-3685 | |
| 407-935-3705 | |
| 407-935-3745 to 3748 | |
| 407-935-3750 | |
| 407-935-3759 | |

Centrex – CenturyLink lines to be ported to SIP Trunks

| Phone Number | Physical Address | City |
|--------------|------------------------------|-----------|
| 407-343-7467 | 2900 Dyer Blvd | Kissimmee |
| 407-343-7486 | 2902 Dyer Blvd | Kissimmee |
| 407-343-7834 | 2902 Dyer Blvd | Kissimmee |
| 407-344-1093 | 501 Simpson Road | Kissimmee |
| 407-344-5007 | 2251 Lakeside Drive | Kissimmee |
| 407-344-5009 | 2251 Lakeside Drive | Kissimmee |
| 407-344-5047 | 275 Waters Edge Drive | Kissimmee |
| 407-344-5059 | 275 Waters Edge Drive | Kissimmee |
| 407-344-5072 | 810 Florida Parkway | Kissimmee |
| 407-344-5079 | 810 Florida Parkway | Kissimmee |
| 407-344-5091 | 502 Simpson Road | Kissimmee |
| 407-344-7015 | 862 Florida Pkwy | Kissimmee |
| 407-344-9833 | 501 Simpson Road | Kissimmee |
| 407-348-4069 | 2599 W Vine St. | Kissimmee |
| 407-348-5425 | 2434 Remington Blvd. | Kissimmee |
| 407-348-5499 | 2434 Remington Blvd. | Kissimmee |
| 407-390-0307 | 2551 Westside Boulevard | Kissimmee |
| 407-396-9512 | 2551 Westside Boulevard | Kissimmee |
| 407-498-0309 | 2690 N. Narcoossee Road | Kissimmee |
| 407-518-1198 | 5000 Koa St | Kissimmee |
| 407-518-2018 | 5000 Koa St | Kissimmee |
| 407-846-2638 | 2380 Smith St | Kissimmee |
| 407-846-2970 | 4300 Chestnut Street | Kissimmee |
| 407-846-4014 | 420 S. Thacker Ave. | Kissimmee |
| 407-846-8465 | 420 S. Thacker Ave. | Kissimmee |
| 407-847-0402 | 5350 San Miguel Road | Kissimmee |
| 407-847-0615 | 4250 Pleasant Hill Road | Kissimmee |
| 407-847-0634 | 800 West Donegan Ave | Kissimmee |
| 407-847-0718 | 5000 Koa St | Kissimmee |
| 407-847-2122 | 2218 E Irlo Bronson Hwy | Kissimmee |
| 407-847-2574 | 2380 Smith St | Kissimmee |
| 407-847-2591 | 4250 Pleasant Hill Road | Kissimmee |
| 407-847-5102 | 2599 W Vine St. | Kissimmee |
| 407-847-8192 | 2410 Dyer Blvd | Kissimmee |
| 407-847-8748 | 2218 E Irlo Bronson Hwy | Kissimmee |
| 407-870-0255 | 3701 Marigold Ave. | Kissimmee |
| 407-870-1655 | 2300 S. Poinciana Blvd. | Kissimmee |
| 407-870-1861 | 3151 N. Orange Blossom Trail | Kissimmee |
| 407-870-2748 | 3701 Marigold Ave | Kissimmee |
| 407-870-4868 | 1925 Ham Brown Road | Kissimmee |
| 407-870-5014 | 2300 S Poinciana Blvd | Kissimmee |
| 407-870-5130 | 1925 Ham Brown Road | Kissimmee |
| 407-870-6318 | 3151 N. Orange Blossom Trail | Kissimmee |
| 407-870-7617 | 2300 S Poinciana Blvd | Kissimmee |
| 407-870-8908 | 2410 Dyer Blvd | Kissimmee |
| 407-891-1654 | 1975 Michigan Ave | St. Cloud |

Centrex – CenturyLink lines to be ported to SIP Trunks

| Phone Number | Physical Address | City |
|--------------|------------------------------|-----------|
| 407-891-1677 | 1975 Michigan Ave | St. Cloud |
| 407-891-1826 | 2355 Old Hickory Tree Rd | St. Cloud |
| 407-891-2507 | 2000 Bulldog Lane | St. Cloud |
| 407-891-3110 | 2000 Bulldog Lane | St. Cloud |
| 407-891-3111 | 2000 Bulldog Lane | St. Cloud |
| 407-891-3114 | 2000 Bulldog Lane | St. Cloud |
| 407-891-3115 | 2000 Bulldog Lane | St. Cloud |
| 407-891-3116 | 2000 Bulldog Lane | St. Cloud |
| 407-891-3117 | 2000 Bulldog Lane | St. Cloud |
| 407-891-3118 | 2000 Bulldog Lane | St. Cloud |
| 407-891-3129 | 2355 Old Hickory Tree Rd | St. Cloud |
| 407-891-3131 | 2355 Old Hickory Tree Rd | St. Cloud |
| 407-891-3139 | 2355 Old Hickory Tree Rd | St. Cloud |
| 407-891-3149 | 2020 S. Michigan Ave | St. Cloud |
| 407-891-3151 | 2016 S. Michigan Ave | Kissimmee |
| 407-891-3159 | 2017 S. Michigan Ave | Kissimmee |
| 407-891-3169 | 2701 Buldinger Ave | St. Cloud |
| 407-891-3171 | 2701 Buldinger Ave | St. Cloud |
| 407-891-3179 | 2701 Buldinger Ave | St. Cloud |
| 407-891-3206 | 1975 Michigan Ave | St. Cloud |
| 407-891-3215 | 1975 Michigan Ave | St. Cloud |
| 407-891-3228 | 2900 5th St | St. Cloud |
| 407-891-3232 | 2900 5th St | St. Cloud |
| 407-891-3239 | 2900 5th St | St. Cloud |
| 407-891-6610 | 2703 N. Narcoossee Road | St. Cloud |
| 407-891-6611 | 2704 N. Narcoossee Road | St. Cloud |
| 407-891-6613 | 2705 N. Narcoossee Road | St. Cloud |
| 407-891-6615 | 2706 N. Narcoossee Road | St. Cloud |
| 407-891-8035 | 2900 5th St | St. Cloud |
| 407-891-9216 | 3365 Schoolhouse Rd | St. Cloud |
| 407-892-4213 | 2300 S Poinciana Blvd | Kissimmee |
| 407-892-6398 | 2105 Michigan Ave | St. Cloud |
| 407-892-6865 | 2105 Michigan Ave | St. Cloud |
| 407-892-7394 | 2105 Michigan Ave | St. Cloud |
| 407-892-7493 | 2105 Michigan Ave | St. Cloud |
| 407-892-7598 | 2105 Michigan Ave | St. Cloud |
| 407-892-7935 | 2105 Michigan Ave | St. Cloud |
| 407-931-1028 | 500 W. Columbia Avenue | Kissimmee |
| 407-931-1291 | 3651 Pleasant Hill Road | Kissimmee |
| 407-931-1448 | 1925 Ham Brown Road | Kissimmee |
| 407-931-1596 | 3151 N. Orange Blossom Trail | Kissimmee |
| 407-931-1867 | 401 Simpson Road | Kissimmee |
| 407-931-2096 | 401 Simpson Road | Kissimmee |
| 407-931-3019 | 3151 N. Orange Blossom Trail | Kissimmee |
| 407-931-3792 | 4201 Rhododendron Ave. | Kissimmee |
| 407-931-3822 | 4201 Rhododendron Ave. | Kissimmee |

Centrex – CenturyLink lines to be ported to SIP Trunks

| Phone Number | Physical Address | City |
|--------------|--------------------------------|-----------|
| 407-932-2021 | 2410 Dyer Blvd | Kissimmee |
| 407-932-2445 | 500 w. Columbia Avenue | Kissimmee |
| 407-932-2556 | 500 w. Columbia Avenue | Kissimmee |
| 407-932-3823 | 4301 Chestnut Street | Kissimmee |
| 407-933-2143 | 3651 Pleasant Hill Road | Kissimmee |
| 407-933-2681 | 3651 Pleasant Hill Road | Kissimmee |
| 407-933-2787 | 3651 Pleasant Hill Road | Kissimmee |
| 407-933-4738 | 4300 Chestnut Street | Kissimmee |
| 407-933-5173 | 1925 Ham Brown Road | Kissimmee |
| 407-933-6403 | 2727 Neptune Road | Kissimmee |
| 407-933-8126 | 3651 Pleasant Hill Road | Kissimmee |
| 407-933-8491 | 3651 Pleasant Hill Road | Kissimmee |
| 407-933-9979 | 420 S. Thacker Ave. | Kissimmee |
| 407-935-2815 | 3700 W Donegan Ave | Kissimmee |
| 407-935-3513 | 2727 Neptune Road | Kissimmee |
| 407-935-3551 | 301 Thacker Ave | Kissimmee |
| 407-935-3559 | 301 Thacker Ave | Kissimmee |
| 407-935-3575 | 2003 Denn John Lane | Kissimmee |
| 407-935-3589 | 5100 Eagles Trail | Kissimmee |
| 407-935-3599 | 5100 Eagles Trail | Kissimmee |
| 407-935-3612 | 93 Panther Paws Trail | Kissimmee |
| 407-935-3613 | 93 Panther Paws Trail | Kissimmee |
| 407-935-3636 | 800 West Donegan Ave | Kissimmee |
| 407-935-3652 | 3700 W Donegan Ave | Kissimmee |
| 407-935-3659 | 3700 W Donegan Ave | Kissimmee |
| 407-935-3671 | 1700 Mill Slough Road | Kissimmee |
| 407-935-3679 | 1700 Mill Slough Road | Kissimmee |
| 407-935-3709 | 1253 Pleasant Hill Road | Kissimmee |
| 407-935-3719 | 1253 Pleasant Hill Road | Kissimmee |
| 407-935-3739 | 2540 Old Dixie Hwy | Kissimmee |
| 407-935-3744 | 2540 Old Dixie Hwy | Kissimmee |
| 407-935-3752 | 2540 Old Dixie Hwy | Kissimmee |
| 407-935-9277 | 3651 Pleasant Hill Road | Kissimmee |
| 407-943-7254 | 2026 Ham Brown Road | Kissimmee |
| 407-943-7259 | 2020 Ham Brown Road | Kissimmee |
| 407-943-7261 | 2020 Ham Brown Road | Kissimmee |
| 407-943-7909 | 420 S. Thacker Ave. | Kissimmee |
| 407-944-0034 | 5970 S Orange Blossom Tr | Kissimmee |
| 407-944-1382 | 2320 New Beginnings Rd | Kissimmee |
| 407-957-1741 | 1200 Betsy Ross Lane | St. Cloud |
| 407-957-1864 | 3601 Arthur J. Gallagher Blvd. | St. Cloud |
| 407-957-2135 | 2701 Budinger Ave | St. Cloud |
| 407-957-2176 | 1200 Betsy Ross Lane | St. Cloud |
| 407-957-2683 | 1200 Betsy Ross Lane | Kissimmee |
| 407-957-2684 | 1200 Betsy Ross Lane | Kissimmee |
| 407-957-4742 | 1200 Betsy Ross Lane | Kissimmee |
| 407-957-4986 | 1200 Betsy Ross Lane | Kissimmee |

Certified Business Program Reciprocity Affidavit

By signing and submitting this affidavit and business certification copy, I acknowledge individually and on behalf of the applicant business that the applicant and I understand that:

- The attached business certification is a copy of an official business certification as issued by the State of Florida Office of Supplier Diversity or other government agency, and said business certification has not been modified,
- All information and documents submitted to the School District of Osceola County, Florida becomes an official public record. As such, the District bears no obligation to return to the applicant any items of original production or any copies of file documents,
- The applicant consents to examinations of its books, records and premises and to interviews of its principals, employees, business contacts, creditors, and bonding companies by the District as necessary for the purpose of verifying the applicant's proof of certification,
- The District may request additional documentation not requested on this vendor application, and
- Pursuant to Section 287.094, Florida Statutes, the false representation of any entity as a minority business enterprise for the purpose of claiming certification as such under this reciprocity program may be punishable as a felony of a second degree. The certifying entity may initiate such disciplinary actions it deems appropriate including, but not limited to, forwarding pertinent information to the Department of Legal Affairs and/or certifying entity's legal counsel for investigation and possible prosecution.

Further, applicant declares and affirms that ownership and management of this firm has not changed, except as indicated in the application/affidavit, during the past year since certification status was granted:

Authorized Officer Name: _____

Title: _____

Company Name: _____

Signature: _____

On this _____ day of _____, 20_____ personally appeared before me, the undersigned officer authorized to administer oaths, known to me the persons described in the foregoing affidavit who acknowledged that he/she execute the same in the capacity stated for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal;

Notary Public:

Form of Identification Presented:

My Commission expires:
