


SUBMIT TO: The School District of Osceola County, Florida Purchasing Department, Building 2000 817 Bill Beck Blvd. Kissimmee, FL 34744		<h1 style="text-align: center;">REQUEST FOR PROPOSAL</h1> <p style="text-align: center;">AN EQUAL OPPORTUNITY EMPLOYER www.osceolaschools.net</p> <p style="text-align: center;">ITB/RFP Notices available through the VendorLink website https://vendorlink.osceola.org/common/searchsolicitations.aspx</p> <p style="text-align: center;">Date issued: Friday, March 1, 2024</p>
CONTACT PERSON: Ignieris Lopez, Senior Buyer Ignieris.Lopez@osceolaschools.net		
Telephone #: 407.870.4023 Fax #: 407.870.4616		

TITLE: PUBLISHING/CONTENT MANAGEMENT PLATFORM, WEBSITE HOSTING, MOBILE APP, MASS NOTIFICATION SYSTEM, TWO-WAY MESSAGING, AND SOCIAL MEDIA INTEGRATION FROM A SINGLE VENDOR	NUMBER: SDOC-24-P-099-IL	SUBMITTAL DEADLINE: Wednesday, April 3, 2024 at 2:00 PM
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PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION: Wednesday, March 13, 2024 at 9:00 AM, In Person: 817 Bill Beck Blvd., Bldg. 2000, Kissimmee, FL 34744; Online: via Microsoft Teams [this link]	<i>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED</i>
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FIRM'S "LEGAL" NAME (As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements within this RFP.):	Florida Division of Corporation Document Number:
MAILING ADDRESS:	I hereby certify that I have read and understand the requirements of this Request For Proposal and that I, as the bidder, will comply with all requirements of this offer and any Contract(s) and/or other transactions required by this award. <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: The bid/proposal shall be opened at the date, time and place mentioned in solicitation/invitation, as it may be amended in the sole discretion of the School Board. Pursuant to subsection 119.071(1)(b) Florida Statutes (2011) sealed bids, proposals or replies received by the School Board pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until such time as the School Board provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.</p> | <p>If the School Board rejects all bids, proposals or replies submitted in response to a competitive solicitation, and the School Board concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies remain exempt until such time as the School Board provides notice of an intended decision concerning the competitive procurement process or until it withdraws the reissued competitive solicitation. A bid, proposal or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposals or replies.</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 and subsection 119.071(1)(c), 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> |
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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.
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.
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 Request For Proposal shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Osceola County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this

Contract. In the event that a legal proceeding is brought for the enforcement of any term of the Contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

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 or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the 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.
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 Invitation to bid.
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 Board staff, other than the designated purchasing agent, and 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 Invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued. Such communication with any party other than the designated purchasing agent shall be prohibited until the School Board has awarded the competitive solicitation.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject Invitation to bid, 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 2022-2023 school year totals \$1,875,050,876, including an operating budget of \$719,803,870, and a capital budget of \$746,917,563. The District operates fifty-three (53) schools, which includes twenty-five (25) elementary schools, nine (9) middle schools, ten (10) high schools, four (4) K thru 8 schools, and one (1) 6th thru 12th grade school. The District is also responsible for two alternative educations sites, two adult education facilities, and twenty-five (25) charter schools. The total full-time K-12 enrollment of public-school students as of November 2022 is 72,499.
33. **SUSPENSION OF VENDORS:** When a vendor has been found to be non-compliant with a Contract, the Director of Purchasing and Warehouse Services or designee shall issue a letter to the vendor that identifies the issues and gives reasonable notice to correct. If the identified issue warrants immediate suspension or if the vendor continues to fail to perform in accordance with the Contract terms, the Director of Purchasing and Warehouse Services may suspend the vendor for a period of up to 180 days where the vendor may not participate in any new business with the School District. The vendor may appeal the suspension to the Superintendent or designee within ten (10) business days of the receipt of the notice of suspension. Upon continued non-compliance with a Contract or multiple Contracts, the Director of Purchasing and Warehouse Services may recommend to the School Board to find the vendor in default. Whenever the School Board finds a vendor to be in default of a Contract which the vendor has been previously awarded, then the vendor will be removed, for a period of up to two years, from all bid lists and will not be considered for any new awards during this period. At the end of this period, the vendor may re-apply for inclusion on bid lists and may be considered for any new awards. Nothing herein shall preclude School Board from exercising any of its contractual and/or other legal rights and remedies.
34. **SCHOOL BOARD RULES, POLICIES AND PROCEDURES:** The rules, policies and procedures of the Superintendent and the School Board are binding on the parties. Specifically, the Vendor is bound to understand the limitations on the staff of the School District with whom the Vendor or its consultants, subcontractors and agents/employees may deal. Personnel of the School District are unauthorized to change the scope of work or to authorize any modification to the Contract unless there is a specific policy, procedure or rule of the Superintendent or School Board that expressly confer such authority. All procedures, rules and policies concerning change orders are binding upon the Vendor and the Vendor is presumed to have read and understood all applicable policies, procedures and rules of the Superintendent and School Board.
35. **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, to include Public Charter Schools to participate in the Contract under the same prices, terms and conditions.
 - B. Further, it is understood that each entity will issue its own purchase order to the awarded respondent(s).

**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**

Index

Request for Proposal Respondent Information	Page 1
General Conditions	Pages 1-3
Index	Page 4
Purpose & Scope of Services (Sections 1 & 2)	Page 5-13
Special Terms & Conditions (Section 3)	Pages 14-36
Submittal Requirements (Section 4 & 5)	Pages 37-41
Project Milestones	Pages 42-43
Proposal Response Form	Pages 44
Attachment “A” Drug Free Certification	Page 45
Attachment “B” Debarment Certification	Pages 46-47
Attachment “C” Conflict of Interest	Page 48
Attachment “D” Public Entity Crime	Page 49
Attachment “E” Non-Disclosure Agreement	Pages 50-54
Exhibit “A” Description of Confidential Materials	Page 55
Attachment “F” Hold Harmless Agreement	Page 56
Attachment “G” Statement of No Bid	Page 57
Attachment “H” Sample/Draft Contract	Pages 58-69
Exhibit “A” Statement of Work”	Page 70
Exhibit “B” Fee Schedule – Best and Final Offer	Page 71
Exhibit “C” Respondent’s Proposal and Amendments	Page 72
Attachment “I” Certified Business Program Reciprocity Affidavit	Page 73
Attachment “J” Prohibition Against Contracting with Scrutinized Companies	Page 74

1.0 PURPOSE & OVERVIEW

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals for **PUBLISHING/CONTENT MANAGEMENT PLATFORM, WEBSITE HOSTING, MOBILE APP, MASS NOTIFICATION SYSTEM, TWO-WAY MESSAGING, AND SOCIAL MEDIA INTEGRATION FROM A SINGLE VENDOR.**

Project Summary: The Osceola School District seeks to improve its communication tools to provide the best user experience possible for our stakeholders. We know that our families are inundated with information from a variety of different communication channels. As such, we are hoping to build a one-stop shop for our families and reach them where they spend most of their time – online on their smartphones.

For the administrators, teachers, and district staff, communication needs to be as easy as possible. If we can simplify getting the word out, we will be able to share more of the positives and allow each campus to promote itself. For this, we are looking for a publishing platform that will allow us to manage all communication channels from one place. This platform must provide district, 60+ schools, and 40+ department websites; a dynamic and responsive mobile app; a mass notification system (phone, text, and email down to the teacher level); and social media integration capabilities. We are looking for a single vendor to manage all deliverables in this request.

2.0 SCOPE OF SERVICES

2.01 A. Website

1. Must be the vendor's proprietary Content Management System (no open source) that is built specifically for K-12 school districts.
2. Fully customizable design at no additional cost (unlimited design and consultation hours included).
3. Fully customizable campus website designs at no additional cost (unlimited design and consultation hours included).
4. Fully responsive for all modern browsers and devices.
5. Once a year, must offer a complete redesign of the website at the request of the district, at no additional cost to the district.
6. Work with the District to ensure content migration of information from current sites and possible third parties, to include graphics, streaming videos/media, databases, documents/forms, and support files.
7. Must be hosted with Amazon Web Services or equally reliable service.
8. Must contain a fully native internal website search (no external embeds).
9. Must include the ability to include pop-up alerts throughout the website for emergency notifications.
10. Must have the ability for full-screen mega menus to build consistent navigation between desktop and mobile.
11. Must include a fully native, social media-like feed on the homepage and each school site's homepage, which shares content with the district social media accounts.
 - a. This must not be an embedded social media feed and must function without any social media integrations.
 - b. This feed must be translatable with the same functionality as the rest of the website.

- c. Users must be able to open up images in a lightbox popup (without being redirect away from the page).
- 12. Native website translations without any change to the visual appearance of the site (no Google Translate header for example).
- 13. Must be ADA compliant and contain guardrails to ensure the district remains in compliance (i.e., required alt-text for all images, pre-set font properties, etc.). If an additional plugin is required to maintain ADA compliance, the plugin cost must be included in the total for website cost. It may not be listed as optional. System Delivery must comply with all ADA requirements. Please describe accommodations.
- 14. Provide services to include any programming/configuration, customization, site security, training/staff support, technical support, disaster recovery, analytics capabilities, and project management needed to redesign the sites, implement the web content management system, and provide web hosting.
- 15. System must be scalable to allow for additional schools or sites to be added as needed in the future.
- 16. System must provide real-time server monitoring and diagnosis.
- 17. Awarded vendor will perform system administration duties, including but not limited to: server reboots, data backups, data restores, and hardware and software upgrades.
 - a. All maintenance shall be performed during non-peak hours (12:00 AM – 3:00 AM EST), if access will be interrupted.
- 18. Proposals must provide information about where/time zone the hosted solution will be housed, what security measures will be provided, and where redundant location will be.
- 19. The School District will take ownership of all data and will have the ability to extract any and all data at any time.
- 20. Data posted on websites and hosted by vendor must be maintained to meet all retention requirements to which the District is subject, and vendor must be able to delete specific data at District's request.
- 21. Proposals must address staffing, system architecture, experience in providing its system in a K-12 environment, and ability to ensure ongoing research and development.
- 22. The website application must be flexible to conform to future operating systems upgrades.
- 23. Proposals must indicate a guarantee for service reliability.
- 24. After the website is created, the Awarded vendor will continue to provide assistance to the School District in order to maintain a useable application and help solve any issues users may face on a day-to-day basis.
- 25. Should problems be discovered with the website following deployment, the developer must deploy a version that addresses the problem within the required Service Level Agreement "SLA".
- 26. The website must be flexible to conform to future operating systems upgrades, new devices, and new technology.
- 27. Data posted on websites and hosted by vendor must be maintained to meet all retention requirements to which the District is subject, and vendor must be able to delete specific data at District's request.

B. Mobile App

- 1. Must include a fully native mobile app for both iOS and Android.
- 2. The app must be custom designed according to the district brand. The District will be the publisher of the app with no mention to the developer (100% white labeled).

3. The app must have completely separate sections for each campus. Users can switch between schools from every screen with no more than two clicks.
4. Must include the ability to send push notifications to individual, personalized groups which the users may select.
5. Must include a fully native, social media-like feed on the homepage and each school's section of the app, which shares content with the district social media accounts. This must not be an embedded social media feed and must function without any social media integrations. Posts need to have the capability to show up to four images. All images should be clickable to enlarge (and not link out to social media).
6. Must include native content sections for the following functionality. A link to the website is not acceptable.
 - a. News
 - b. Staff directory
 - c. Calendar
 - d. Lunch/breakfast menus
 - e. Documents
 - f. Forms
7. Must automatically translate into the user's default language according to their phone's settings.
8. The vendor developing this application will be responsible for creating and maintaining a plan and timeline for design, construction, implementation, and maintenance for the project.
9. Proposals shall include all phases of development, implementation, training sessions, ongoing technical support, and hosting of the mobile application.
10. Upon completion of the mobile application development and acceptance by the School District, the mobile application shall become the property of School District. Hosting, maintenance, updates, and technical support of the mobile app shall be the responsibility of the awarded vendor.
11. Awarded vendor will perform system administration duties, including but not limited to: server reboots, data backups, data restores, and hardware and software upgrades.
 - a. All maintenance shall be performed during non-peak hours (12:00 AM – 3:00 AM EST), if access will be interrupted.
12. Proposal must provide information about where/time zone the hosted solution will be housed, what security measures will be provided, and where redundant location will be.
13. The School District will take ownership of all data and will have the ability to extract any and all data at any time.
14. Data posted on websites and hosted by vendor must be maintained to meet all retention requirements to which the District is subject, and vendor must be able to delete specific data at District's request.
15. Proposals must address staffing, system architecture, experience in providing its system in a K-12 environment, and ability to ensure ongoing research and development.
16. The awarded vendor will provide an unconditional service warranty to ensure that the application(s) is error free, accessible by the community, and meets the design standards for one year from the date of public release.
17. The mobile device application must be flexible to conform to future operating systems upgrades, new devices, and new technology.
18. Proposals must indicate a guarantee for service reliability. After the application/solution is created, the awarded vendor will continue to provide assistance to the School District in order

to maintain a useable application and help solve any issues users may face on a day-to-day basis.

C. Two-Way Messaging Within the App

1. Two-way messaging and classroom messaging must be fully integrated within the mobile app
 - a. Users can access messaging from any screen within the app with 1-click.
 - b. Messaging is native within the app and not a third-party embed.
2. App must support logins for all parents, guardians, and students.
3. App must allow for direct two-way messaging and push notifications for parents and students.
4. Messaging must be branded for District, not for third-party organization or company (100% white labeled).
5. App must provide direct translation capabilities for two-way messaging.
6. Parents/guardians can switch between all of their children/students without logging out.

D. Publishing Platform/Mass Notification

1. Single publishing platform/content management system must power the website, mobile app, mass notification system, and social media. It has to be provided by a single vendor.
 - a. Must have the ability to send a message from one interface and with one click to: the district website, mobile app, Instagram, X (formerly and colloquially known as Twitter), Facebook, and as a text message and phone call.
 - b. Must include the option to send messages to the district and multiple campuses at once, connected to each campus's Facebook, X (formerly and colloquially known as Twitter), and Instagram page, as well as update each campuses homepage and app section.
 - c. Must include approval process for messages. Monitored users can submit messages that are approved by a designated approve before going live. each user can be mapped to an individual approver.
2. Must include a native news/blog section.
 - a. Must include the option to send messages to the district and multiple campuses at once.
 - b. Must have the ability to share a link + thumbnail to Facebook and X (formerly and colloquially known as twitter) when posting. This will share to all the social media pages of all selected schools.
3. Must include an event calendar that syncs with an unlimited number of Microsoft Calendars. Users must also be able to add in events manually.
 - a. Must include multiple views of dates (a standard monthly calendar view and a scrolling date view) on both website and app.
 - b. Must include the ability to add an address to any event and provide directions from a user's location from the mobile app.
 - c. From the app, users must be able to add an event directly to their personal calendar without copying and pasting the information.
 - d. Ability to share an event using native iPhone/Android functionality.
4. Must include an athletics section that will show the dates for all games.
 - a. This section must have individual subsections for each team, with a schedule for all of their games within the subsection, as well as the team's overall record and scores for each game.

5. Must include a staff directory with a uniformed designed which can be updated via batch uploads. Staff should be filterable by department and building and must have the ability to feature name, photo, title, department, phone number, email address, and website.
 - a. On the website, must have the ability to hide the email address.
 - b. Must also have the option to use a contact form for each staff member instead of revealing the email address. Contact form must be spam-proof.
6. Must include a fully native breakfast/lunch menu. We do not want to upload individual PDFs for every month and do not want to link to a third-party.
7. Must include native document storage, working with similar functionality to Google Drive. The document storage must be able to accept all document formats. It must also be able to support multiple folders and subfolders.
 - a. Each document must automatically generate a shorthand URL (bit.ly for example).
 - b. Shorthand URL must track number of visits.
 - c. Ability to update/replace documents without changing the document URL.
8. The platform must include native forms which can be used for surveys, permission slips, etc., with easily accessible results. Forms need to be natively published to both website and app with a single click (no embedding necessary).
9. Must include a **mass notification system**
 - a. The mass notification system must have the capability to send phone calls, emails, and text messages to all contacts registered within the district SIS and additional uploads/syncs with other systems.
 - b. Pricing of this proposal must include unlimited text messages, calls, and emails.
 - c. Text messages must allow at a minimum 280 characters.
 - d. The system must give the option to send mass text messages and phone calls while posting the same message to the district website, app, and social media accounts at the same time.
 - e. The District requires an email and communications platform that enables the customization and templated ability to generate emails. The email platform should allow for the full customization or templating to generate emails that are consistent with SDOC branding. Audiences envisioned for communications include students, parents and/or guardians, employees, external media, sponsors, community partners, volunteers, and inquiries acquired from marketing campaigns.
 - f. System shall be able to deliver voice/telephone cell and land line, text and email messages to major groups and sub-groups.
 - g. System must deliver primary call capability (call to primary telephone number); mass call capability (calls to multiple numbers); and attendance call capability, all with options for notifications to multiple telephone numbers.
 - h. The awarded vendor must be able to facilitate unattended, automated, and secured contact data uploads and updates from TERMS, FOCUS, and other database systems.
 - i. System shall be able to interface with Outlook, and Office 365 email software.
 - j. The system must sync with our SIS multiple times per day in order to keep all information up-to-date.
 - k. System must provide avenues for call list management so that defined groups can receive calls.

- l. System must provide differentiation between emergency notification (i.e. bomb threats, school safety) and school outreach (i.e. absence/tardy notification, school events).
- m. Students who are absent from class require a parental/guardian notification. The frequency of these messages should be configurable based upon the absence being recorded into the district's Student Information System (FOCUS).
- n. Awarded vendor will perform system administration duties, including but not limited to: server reboots, data backups, data restores, and hardware and software upgrades.
 - i. All maintenance shall be performed during non-peak hours (12:00 AM – 3:00 AM EST), if access will be interrupted.
- o. The system should be configurable to provide granular user rights and roles, restricting data access and administrative oversight to appropriate personnel.
- p. Must provide the option to set up recurring messages (like attendance notifications) that can be customized with variables such as student names, dates, etc.
- q. Must provide the option to send a call with either text-to-speech or a recorded live voice.
- r. Recording a voice call must happen directly through the browser (no need to call in/be called on a phone).
- s. Proposals must provide information about where/time zone the hosted solution will be housed, what security measures will be provided, and where redundant location will be.
- t. Proposals must address staffing, system architecture, experience in providing its system in a K-12 environment, and ability to ensure ongoing research and development.
- u. The School District will take ownership of all data and will have the ability to extract any and all data at any time.
- v. All data, including text and email messages, hosted by vendor must be maintained to meet all retention requirements to which the District is subject, and vendor must be able to delete specific data at District's request.
- w. Must state the highest volume of voice messages that can be delivered to unique phone numbers exclusively through their Application Service Provider "ASP" on behalf of its clients within a three-day "event" period (i.e. hurricane).
- x. System must provide delivery protection mechanisms, such as warnings about calls being scheduled early in the morning or late at night, and the number of students/employees to receive a message.
- y. System must consolidate messages to the same household. (If parent has two children in the same school, the system should deliver the message only once.)
- z. Awarded vendor must provide both system administrator and user customer support plan.
- aa. All system upgrades, updates, and enhancements must be provided free of charge throughout the term of the contract.
- bb. Teacher parental notifications require that systems record and retain a confirmation record for each delivered and non-delivered notification and reporting is available throughout each school year.
- cc. Proposal must indicate a guarantee for service reliability.

- dd. Should problems be discovered with the messaging system following deployment, the developer must deploy a version that addresses the problem within the required SLA.
 - ee. Must include the ability to easily translate to any guardian's preferred language listed within our SIS. These translations must have the option to be edited by fluent speakers.
 - ff. Must include detailed analytics, including the cause of any call/text failure, with the ability to narrow down these analytics to an individual contact.
 - gg. Must include the ability to add a user to a "Do Not Contact" list for some or all of their registered modes of contact.
 - hh. All messages must be easily identifiable as district-generated (ex. Using the district's number for calls). Must allow us to set up numbers for each school.
 - ii. Must be able to generate lists of contact through data filters within the system. For instance, the district must be able to parse down a list of all third grade guardians whose primary language is Spanish.
10. Platform includes the backend for two-way messaging outlined above
 - a. Messaging tool must provide administrative oversight into teacher & staff messaging at the discretion of the district.
 - b. All messages are stored, archived, and accessible.
 - c. Classes are set up automatically via OneRoster format (exported from our SIS).
 - d. Ability to add an unlimited number of other groupings such as activities, athletics, etc.
 - e. Teacher must have ability to share management over a class.
 11. The page editor must include a draft mode for any paged as well as built-in preview of pages by different device types.
 12. Must be able to design webpages with "drag and drop" layout and content elements in a WYSIWYG page editor.
 13. All images that are added to the website must require alt-text.
 14. All images must be editable while still retaining aspect ratio and without stretching the image.
 15. District users must be able to edit the overall site menu down to three levels
 - a. The CMS must allow users to create new menu items in draft mode. This draft mode must hide all content listed under a drafted heading.
 16. Must include roles and permissions for individual users, which will be set on a per-school and per-page basis.

E. Social Media Integration/Mobile Backend

1. Provide an app that will allow us to send a message to the district website, app, and Facebook, X (formerly and colloquially known as Twitter), and Instagram, as well as send a text and call, all at the same time.
2. The mobile backend must allow for sending to one school site or multiple sites. If multiple are selected, it must update all connected Facebook, X (formerly and colloquially known as Twitter), and Instagram pages as well.
3. The mobile backend must have the same call/text lists as the desktop publishing platform.
4. App must include the ability to record a call from the app (without having to call/be called).
5. The app must also include the ability to publish long form articles to the "news" section.

6. Administrators must be able to approve posts-to-be-published from the app.
7. Authorized district users must be able to add events to the calendar from the app.
8. Authorized district users must be able to update scores for the athletic section on the app.
9. Teachers must be able to log in to message their classes, students, and parents/guardians.

F. Training and Support

1. Present a detailed one-year implementation plan with a timeline from contract signature through June 2025 including user training with clearly identified roles and responsibilities for both provider and client.
2. Full training and support must be unlimited for any district user, at any time throughout the contract. Include initial and annual training for System Administrators and training of school and department users.
3. Support must be via real-time conversations over the phone or chat for all platform users (not via a ticketing system) and support must be handled in-house (not outsourced).
4. We expect there to be 500+ power users who will on average contact support once a week each and will expect an individual 1:1 training once or twice a school year. Please confirm that this amount of training and support will be included.
5. 1:1 teacher training fully included for all teachers (4,000+)
 - a. Company must commit to unlimited and ad hoc 1:1 trainings with every teacher at the district for no added cost (to clarify: “self-guided training” or online video resource are not acceptable)
 - b. Unlimited 1:1 virtual calls or immediate chat support for every staff member, teacher, and coach
6. Training must be conducted and recorded via Zoom sessions in order to retain individualized instructions for trained users.
7. Must provide an online library of help documents for district users.
8. Must provide full, comprehensive ADA Training for all users, free of additional charge.
9. Must provide a dedicated contact at the company for the district, who may be reached after hours in the case of an emergency.
10. Must have an average response time to any reported incident of under a minute.
11. Must include a live, online chat for support, as well as a phone number and email.
12. Chat support must be available from within the publishing platform.
13. Support must include a manual sweep of the website every month for any accessibility issues.
14. The company must help the district with promotional materials to advertise the new website and app.

2.02 SERVICE LEVEL AGREEMENT

As it applies to Section 2.01 listed herein.

Priority Levels

Faults shall be characterized and prioritized in accordance with the following Priority Levels:

- A. **“Priority 1”** Faults shall mean any failure of Licensed Software that precludes all work at the total system level from being done on a computer system or that materially impairs a major function of the software. Nonexclusive examples include system crashes, database-wide information corruption, database breach, and incorrect writing of critical fields.

- B. **“Priority 2”** Fault shall mean any condition that materially impairs one or more functions that the Licensed Software is specified to perform, but that does not involve a Priority 1 condition. Nonexclusive examples include database information corruption for a small group of staff/applicants, a single entity, or incorrect writing of non-critical fields. Priority 2 conditions are less severe than Priority 1 conditions.
- C. **“Priority 3”** Fault is a condition that does not materially interfere with any function or business process of SDOC. Priority 3 conditions include cosmetic or formatting defects in screen displays, reports, or messages that do not affect the accuracy of data entry or review, awkwardness of operation, or other end user annoyances.

Priority 1 Responses

In the case of a Priority 1 Fault reported by SDOC, THE VENDOR shall respond within two (2) hours from the time THE VENDOR’S service representative (“SR”) or other person receives the call, and provide a correction, or work around, within four (4) hours, provided that SDOC provides counterpart personnel to provide Consultation and Assistance to THE VENDOR during THE VENDOR’s efforts to resolve the problem. All times in this Section shall be Clock Time. If a Priority 1 condition cannot be corrected or workaround provided, within six (6) hours, the following escalation policy will be put into effect unless THE VENDOR determines a more immediate response is warranted:

- A. Persons involved after six (6) hours: The SR shall notify THE VENDOR’s Account Executive and other members of THE VENDOR’s on-call team and they shall commence work to resolve the problem.
- B. Persons involved after twelve (12) hours: THE VENDOR’s Director of Implementation and Senior Director of IT will become involved and shall identify and deploy the resources necessary to correct the problem.
- C. Persons involved after sixteen (16) hours: THE VENDOR’s Chief Executive Office shall become involved.

Priority 2 Responses

For Priority 2 Faults, THE VENDOR shall respond within four (4) hours from the time the SR or other person receives the call. Whenever possible, Priority 2 conditions will be addressed by providing a patch or suggested work-around to accommodate SDOC’s needs within eight (8) hours, with a correction or workaround within forty-eight (48) hours. If a patch or work-around cannot be provided within eight (8) hours, the problem may be escalated to a Priority 1 condition and treated as set forth above unless THE VENDOR determines a more immediate response is warranted.

Priority 3 Responses

For Priority 3 Faults, SDOC shall receive a response within forty-eight (48) hours from the time the SR or other person receives the call. THE VENDOR shall use reasonable efforts to correct Priority 3 conditions in the next scheduled Release of the software. There is no escalation policy for a Priority 3 condition.

End of Section

3.0 SPECIAL TERMS & CONDITIONS

3.01 RFP Closing Date

Proposals must be received by the School District of Osceola County's Purchasing Department, 817 Bill Beck Blvd, Building 2000, Kissimmee, Florida 34744-4492, no later than **2:00 p.m., local time, on Wednesday, April 3, 2024**. Proposals received after this time will not be considered.

3.02 Proposed Schedule

March 1, 2024	Release date for Request for Proposal
March 13, 2024	Pre-proposal Conference
March 21, 2024	Final date to receive written questions
March 27, 2024	Release date for Addenda to answer written questions
April 3, 2024	Closing Date
April 11, 2024	Written Evaluations (Committee)
April 23, 2024	Oral Presentations
April 23, 2024	Recommendation of Top-Ranked Firm
May 14, 2024	Board Approval of Award Recommendation
June 11, 2024 or June 25, 2024	Board Approval

3.03 Delivery of Proposals

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

School District of Osceola County, Florida
Purchasing Department, Building 2000
817 Bill Beck Blvd
Kissimmee, Florida 34744-4492

Mark package(s) "**RFP # SDOC-24-P-099-IL Publishing/Content Management Platform, Website Hosting, Mobile App, Mass Notification System, Two-Way Messaging, and Social Media Integration from a Single Vendor.**"

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.**

3.04 Pre-proposal Conference

- A. A pre-proposal conference will be held in the Purchasing Conference Room, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, FL 34744, at 9:00 AM, local time Wednesday, March 13, 2024. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. 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 Public RFP Opening

- A. Only the names of the firms submitting proposals will be read aloud at the RFP opening.
- 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 Vendorlink at <https://vendorlink.osceola.org/common/searchsolicitations.aspx> 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.

3.06 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.
- B. Each respondent shall submit **(13)** complete sets of the Proposal Submittals:
- **One (1)** hard copy marked "ORIGINAL" with fee structures in a sealed envelope.
 - **(12)** hard copies marked "COPY"
 - **Two (2) COMPLETE electronic copies on CD's or USB flash drives 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 or USB flash drive. Confidential materials shall be segregated on a separate CD or USB flash drive, plainly labeled "Confidential Materials".**
- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.07 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-24-P-099-IL Publishing/Content Management Platform, Website Hosting, Mobile App, Mass Notification System, Two-Way Messaging, and Social Media Integration from a Single Vendor"**
Submit questions to:
Igeneris "Neri" Lopez – Senior Buyer
Telephone: 407.870.4032
Fax: 407.870.4616
E-mail: Igeneris.Lopez@osceolaschools.net

3.08 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.** Check with web site at <https://vendorlink.osceola.org/vendor/common/default.aspx> for any addenda. **The Purchasing Department will not manually distribute any addenda.**

3.09 FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS

Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their “active” status. All registered respondents must have an active status in order to be eligible to do business with the School Board. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company’s complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org

3.10 Award

The School Board reserves the right to enter into a Contract with 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 Director of Purchasing and Warehouse Services, as the School Board’s representative, in his/her 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.

3.11 Exempt from this Solicitation

The District hereby notifies interested parties that the purchasing agreements and state term contracts, available under s. 287.056, of the Department of Management Services have been reviewed for the subject of this solicitation. Purchases shall not include items available at lower prices on other School Board bid awards or on Florida State Contracts. The School Board reserves the right to bid separately any item if deemed to be in the best interest of the District.

3.12 F.O.B. Point

The F.O.B. points for the 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.

3.13 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.

3.14 Contract

- A. The Awarded Bidder and the School Board shall enter into a Contract which sets forth the responsibilities of the parties. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the School Board may be incorporated into the contract and become legally binding. A separate contract document, other than the purchase order, will be issued; see attached preliminary draft (Attachment "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 Services, Superintendent and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee is authorized to make changes to any Contract.
- C. The School Board shall be responsible for only those orders placed by the School Board on an authorized signed Purchase Order or Price Agreement. The School Board shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Purchasing Department at 407.870.4625.

3.15 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.

3.16 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 five (5) fiscal years following the School Board's annual audit, including five (5) years thereafter.

3.17 Payment Terms

A. **INVOICING**

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

- B. The School Board will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- C. The School Board has Electronic Fund Transfer (EFT) capability. List discounts provided if any.
- D. By submitting a Bid (offer) to the School Board, the Bidder expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the Bidder to the School Board for any legal obligation between the Bidder and the School Board.
- E. **PARTIAL PAYMENT**
Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required.

3.18 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, familial relationship, other clients, Contracts, or interest associated with this project.

3.19 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.

3.20 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.

3.21 Insurance Requirements

Each respondent 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 "VI" or higher according to the A. M. Best Company: (a) general liability (b) professional (c) automobile (d) workers' compensation and (e) cyber risk or cyber privacy in the below amounts required by the Risk Management Department and Purchasing Department of the School District of Osceola County, Florida. The bidder will provide, before commencement of work, and attach to this agreement, certificates evidencing such coverage and annually upon renewal thereafter. Bidder agrees that the School Board will make no payments pursuant to the terms of this Contract Agreement until all required proof of evidence of insurance have been provided to the School Board. The bidder agrees that the insurer shall waive its rights of subrogation, if any, against the School Board. The School Board shall be named as an additional insured on the General and Automobile Liability Insurance as evidenced by the endorsement. 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 Bidder and/or subcontractor providing such insurance. The School Board must be notified at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

- (a) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the District as an additional insured.
- (b) Professional Liability Insurance. The professional liability insurance shall provide protection from negligent act, errors, and omissions of the Contractor from and in connection with the performance of work under the Contract Agreement. The policy shall provide coverage for the negligent acts or omissions of the Contractor in a minimum amount of \$1,000,000.00 per claim. The policy shall contain a maximum deductible of \$25,000.00 per claim.
- (c) Automobile Liability Insurance. The automobile liability insurance coverage shall include

coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the District as an additional insured.

- (d) Workers' Compensation Insurance. The workers' compensation insurance will be maintained as required by applicable Florida law, to include Employer's Liability of \$1,000,000.00 per accident bodily injury, \$1,000,000.00 bodily injury (disease) per employee and \$1,000,000.00 bodily injury (disease) policy limit. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the School Board.
- (e) Cyber Risk or Cyber Privacy Insurance for claims and losses arising out of network communication, or data risks (such as data breaches, release of confidential information, unauthorized access to, or use of District's data or Protected Information, identity theft, etc.) with minimum limits of not less than \$1,000,000 per occurrence, and \$3,000,000 aggregate.

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

Incorporated or unincorporated firms with fewer 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 Bidder 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. In addition, the bidder shall either cover any and all subconsultants, separate consultants, and subcontractors on its policies or make it a condition of all subcontracts related to the rendering of professional services under this Contract that any and all subconsultants, separate consultants, and subcontractors shall maintain the insurance coverages outlined above and must incorporate all of the provisions of this Section, Insurance Requirements into all subcontracts.

3.22 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 three (3) year term with one (1) subsequent two (2) year renewal. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

3.23 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.

3.24 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.

3.25 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.

3.26 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 ninety (90) days **written** notice to the Director of Purchasing and Warehouse Services. Failure to provide proper notice to the School Board may result in the respondent being barred from future business with the School Board.

3.27 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 immediate 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.

3.28 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.

3.29 Suspension of Vendors

When a vendor has been found to be non-compliant with a contract, the Director of Purchasing and Warehouse Services or designee shall issue a letter to the vendor that identifies the issues and gives reasonable notice to correct. If the identified issue warrants immediate suspension or if the vendor continues to fail to perform in accordance with the contract terms, the Director of Purchasing and Warehouse Services may suspend the vendor for a period of up to 180 days where the vendor may not participate in any new business with the School District. The vendor may appeal the suspension to the Superintendent or designee within ten (10) business days of the receipt of the notice of suspension. Upon continued non-compliance with a contract or multiple contracts, the Director of Purchasing and Warehouse Services may recommend to the School Board to find the vendor in default. Whenever the School Board finds a vendor to be in default of a contract which the vendor has been previously awarded, then the vendor will be removed, for a period of up to two years, from all bid lists and will not be considered for any new awards during this period. At the end of this period, the vendor may re-apply for inclusion on bid lists and may be considered for any new awards.

3.30 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.

3.31 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.

3.32 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.

3.33 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.

3.34 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, sub-Contractors, sub-Consultants, 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.

3.35 Local Business Tax Receipts

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

- I. Any Local Business Tax Receipt submitted as required by this section must list the appropriate business type as closely related as possible to the Title of the Invitation To Bid and the description and scope of work as identified in the Invitation To Bid. If the county or municipality of the bidder's permanent business location does not have a specific category that matches, the Local Business Tax Receipt must list a business type that matches as closely as possible.

3.36 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 (3) year period for examination, transcription, and audit by the School Board, its designees, or other entities authorized by law.

3.37 Public Records Act/Chapter 119 Requirements

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

- A. Contractor and its subcontractors shall keep and maintain public records required by the School Board to perform the service.
- B. Contractor and its subcontractors shall upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law;
- C. Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School Board; and
- D. Contractor and its subcontractors upon completion of the contract shall transfer to the School Board, at no cost, all public records in possession of the Contractor and its subcontractors or keep and maintain the public records required by the School Board to perform the service. If the Contractor and its subcontractors transfer all public records to the School Board upon completion of the contract, the Contractor and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Contractor and its subcontractors keep and maintain public records, upon completion of the contract, the Contractor and its subcontractors shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

**CUSTODIAN OF PUBLIC RECORDS, 817 BILL BECK BOULEVARD, KISSIMMEE,
 FL 34744, PHONE: (407) 870-4600, EMAIL:
DANA.SCHAFFER@OSCEOLA.K12.FL.US.**

3.38 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 Services, and the respondent.
- B. If the respondent believes that any particular work is not within the scope of services of the Contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the 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.

3.39 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 rules 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 rules of the 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.

3.40 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.

3.41 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.

3.42 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and sub-Contractors 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 sub-Contract or purchase order so that the provisions will be binding upon each respondent.

The respondent and any sub-Contractor 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.

3.43 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.

3.44 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").

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.

3.45 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.

3.46 Availability of Funds and Funding Out

The obligations of the School Board under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding. Likewise, each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

3.47 Posting of RFP Conditions/Specifications

This RFP will be posted for review by interested parties on the School Board's Purchasing Department's VendorLink 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.

3.48 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 School 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.

3.49 Examination of Documents

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

3.50 Tobacco Free

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

3.51 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 otherwise 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 School 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 Altering Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the 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 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/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute and School 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.

3.52 Taxes

The School 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.osceolaschools.net. Firms or Respondents 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/Respondent be authorized to use the District's Tax Exemption Number in securing such materials.

3.53 Liquidated Damages

In case of failure on the part of the successful respondent to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the School District of Osceola County or failure 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 School 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 \$500.00 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 \$1,000.00 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.

3.54 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 sub-Contractors, distributors, dealers, resellers, or service representatives.

3.55 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, sub-Contractors, 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 sub-Contractors. The warranties of this paragraph shall survive the Contract.

3.56 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 School 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.

3.57 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 School 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.

3.58 Installation

Where installation is required, the successful bidder shall deliver, set in place, install, make ready to run, and test (test to be accomplished in the presence of an authorized representative of the School District of Osceola County, Florida). The bidder shall provide a qualified person, at no extra

cost, to assure performance of the item and to make the initial start-up and achieve the successful testing. Upon completion of the successful testing of the item, the authorized representative of the School Board shall accept it. All miscellaneous installation materials shall be included in the Total Turnkey price. The miscellaneous installation materials include the following: conduit, wire, fiber, connectors, fittings, boxes, etc. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Successful bidder shall protect the site from damage and shall repair damages or injury caused during the installation by the successful bidder or its employees or agents. If any alternation is required to the Building to achieve installation, the successful bidder shall promptly restore the structure or site to its original condition. Successful bidder shall perform installation work so as to cause the least inconvenience and interference with the School Board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.59 Literature

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

3.60 Inspection and Acceptance

The School Board's Project Manager will accept each Deliverable when it meets the requirements of this Contract and the relevant project noted on the Purchase Order. Inspection may include validation of information or software through the use of automated tools and/or testing of the Deliverables, as specified in the 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.

3.61 Terms & Conditions

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

3.62 Key Personnel

Respondent's Key Personnel (if any) shall be identified on the projects proposal/quote, and may include employees, agents, sub-Contractors, 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.

3.63 Warranty

The Contractor 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 the term of the Agreement. The System for the term of this Agreement and any renewals thereto is warranted by Contractor to provide the functions, features and capabilities specified and described in the RFP and Contract documents. The Contractor further warrants and represents that the system and its components of hardware and software shall operate together as a whole to perform the functions in the manner specified and delineated in the RFP and Contract documents. The Contractor also warrants that the System is free from viruses and/or malicious software which would prevent the System from being operated as described and set forth in the RFP and Contract

documents. Contractor expressly warrants that each module of the System shall be free from reproducible defects that cause the system to fail to conform to operational and performance specifications as set forth in the RFP and Contract documents.

Platform Compatibility and Portability. The Contractor agrees to maintain, support, and improve its Licensed Software so as to ensure continuing compatibility with updates and upgrades to School Board hardware and operating systems with which the Licensed Software operates. In addition, the licensed software shall be maintained, supported and improved as necessary to ensure it remains compatible with the web browser(s) commonly used internally by the School Board and externally by the School Board's customers.

3.64 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.

3.65 Service Agreement (Fee Schedule)

The School 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 Fee Schedule.

3.66 Performance and Payment Bonds

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

3.67 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, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, case of litigation, matter in dispute, disputed amount, and whether the award was for or against the Bidder.

3.68 Prohibition Against Contracting with Scrutinized Companies

In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing Contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a Contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such

entities or business associations that exists for the purpose of making profit.” By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a Contract, should the School Board determine that the conditions set forth in Section 287.135(4) are met.

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

3.70 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 and Warehouse Services or other responsible employee of the School Board shall file with the Director of Purchasing and Warehouse Services 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 School District equal to 1% of the estimated Contract amount. Failure to file

a notice of protest or failure to file a formal written protest and bond shall constitute a waiver of proceedings. 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 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.

3.71 Federal Funding Contract Provisions 200.326

- Executive Order 11246 of September 24, 1965, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).
- Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts and subcontracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation).
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts, which involve the employment of mechanics or laborers).

- If the Federal award meets the definition of “**funded agreement**” under 37 CFR §401.2(a) and the **recipient** or **subrecipient** wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- All applicable standards, orders, or requirements issued under Section 306 of the Clean air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- They Byrd Amendment, 31 U.S.C. 1352, (the “Act” or “Byrd Amendment”), prohibits the use of appropriated funds by recipients of a “Federal contract” for purposes of influencing or attempting to influence federal officials in connection with a “Federal action,” such as the awarding of a “Federal contract.” The Act prohibits “contractors” from using appropriated funds for lobbying in connection with a grant, loan or cooperative agreement with a Federal agency. Furthermore, the Act requires the “contractor” to disclose to the Federal agency involved its lobbying activities connected with such “contract,” grant or load when the “contract” amount exceeds \$100,000 regardless of whether the activities are funded with appropriated funds.

3.72 Definitions

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

Contract: The document resulting from this solicitation between the School Board and the awarded respondent, which may include terms and conditions of 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 Services or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the Director of Purchasing and Warehouse Services.

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

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

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

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.

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

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

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

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

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

School Board's 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.

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

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

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

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

End of Section

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 5 is the most favorable in all sections.

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

- 0 = Does not meet the specification requirements.
- 1 = Lacks essential information to support proposal.
- 2 = Does not meet all specification requirements but demonstrates an understanding of the Services to be provided.
- 3 = Meets specification requirements. Demonstrates an understanding of the Services. Provides an approach and methodology to providing the Services.
- 4 = Exceeds specification requirements in a beneficial way. Comprehensive and complete and contains no significant deficiencies. Provides a detailed approach and methodology to providing the Services.
- 5 = Exceeds specification requirements in a beneficial way and contains no identifiable deficiencies. Provides a detailed and creative approach and methodology to providing the Services. The Proposal submitted is innovative, comprehensive, and complete in all details.

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

Include a separate page with contact information, who should we contact with questions on the submittal packet. Who should we notify if your firm is short-listed, provide Name, Title, Address, Phone, and Email addresses. Who will be our primary contact for services.

Tab 2 – Respondent's Profile and Submittal Letter – (Weighted Value 10)

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
- H. Provide a copy of the appropriate Business Tax Receipt for the jurisdiction in which the permanent business location resides. If the jurisdiction in which the business resides does not issue a Business Tax Receipt, indicate in this tab. **Note: Charitable organizations that qualify under Florida Statute section 205.192 are exempt from this requirement.**
- I. Attach evidence of required insurance coverage or proof of insurability in the amounts indicated in this RFP.
- J. Federal Identification Number of firm

Tab 3 - Ability, Capacity, and Skill of the Firm – (Weighted Value 45)

The ability, capacity, and skill of the Firm to be able to provide the services here in addressed.

Tab 4 – Experience of Personnel – (Weighted Value 30)

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

Tab 5 – Approach and Methodology – (Weighted Value 45)

The Firm's approach and methodology of how the services herein addressed will be provided.

Tab 6 – District's Small Business Enterprise ("SBE") and Veteran Business Enterprise ("VBE") Program Participation Guidelines – (Weighted Value 10)

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

Tier Participation – Respondents have included in their proposal a commitment to subcontract at least ten percent (10%) of their business related to this Request for Proposal with one or more SBE and/or VBE Contractors.

Accepted certifications include SBE certification from the School District of Osceola County, Florida; Local Developing Business (LDB) certification from the Greater Orlando Aviation Authority (GOAA) or Orange County Public Schools (OCPS); Veteran-Owned Small Business (VOSB) or Service-Disabled Veteran-Owned Small Business (SDVOSB) certification from the United States Department of Veterans Affairs Center for Verification and Evaluation or the United States Small Business Administration, and/or VBE certification with the State of Florida Department of Management Services Office of Supplier Diversity (OSD).

Respondents must submit a signed Letter of Intent signed by both parties with their proposal for all SBE and/or VBE subcontractors identified. These Letters of Intent must indicate the scope of work

to be performed by every SBE and VBE, plus the percentage of the Agreement fees to be contracted to the listed subcontractor. Please include contact information for each subcontractor.

The Successful Respondent's responsibilities and requirements are itemized below:

1. File copies of all executed subcontractor agreements/contracts between the Successful Respondent and all SBE and VBE subcontractors on the project to the Small Business and Veteran Programs Department.
2. The Successful Respondent shall submit an updated quarterly SBE/VBE utilization report for all agreements/contracts. The required reports are to be submitted to the Small Business and Veteran Programs Department on a date agreed upon by both Parties.
3. The Successful Respondent shall not substitute, replace, or terminate any SBE or VBE subcontractor without the prior written authorization of the District, nor shall the Successful Respondent reduce the scope of work or monetary value of a subcontractor without the written authorization of the District. The Successful Respondent shall notify the Small Business and Veteran Programs Department of any additional awards to SBE or VBE subcontractors on the Successful Respondent's project team.

Execution of the Agreement between the District and the Successful Respondent shall be contingent upon the filing of executed agreements/contracts between the Successful Respondent and the SBE and/or VBE subcontractors on the project.

If the Respondent does not meet the SBE/VBE participation goal, it shall provide evidence of good faith efforts. More information on what constitutes good faith efforts can be found in the District's SBE/VBE Participation Program Procedures.

SBE/VBE Participation Policies, Program Procedures, and associated vendor directories are available online at the District's website: <https://www.osceolaschools.net/Domain/5744>.

Tab 7 – Other Services – (Weighted Value 20)

- A. Services relevant to this contract that are in addition to the duties outlined in the Scope of Service can be submitted in this section.
- B. Include any/all exceptions taken to the content of the solicitation, the attached contract (Attachment "H") or legal agreement(s) or document(s) related to the solicitation.

Tab 8 – References – (Weighted Value 25)

List at least three (3) 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.

Tab 9 – Financial Statement – (Weighted Value – 20)

All respondents shall supply their most recent financial statement, preferably a certified audit of the last available fiscal year, or their most recent tax return and balance sheet.

Tab 10 – Fee Structure (Weighted Value 25)

Provide Initial Development Cost and Annual Cost to Host and Maintain Systems. The School Board may opt to purchase and rollout all items together or phase the three (3) components to start over a 6-month period. Prices listed on the Price Sheet shall remain firm for the term of the contract in case the components are phased in.

Use Attachment – Fee Schedule (keep in Excel Format)

- Initial Cost shall include all software, hosting services, implementation costs, training, and first year of maintenance and support.
- Annual Costs for Maintenance & Support for years two (2) through five (5) as outlined in section 2.02.
- Provide pricing as an “All-Or-None” one-time installation indicate if you will be sub-contracting any portion of the project.
- Training shall be for 100 key School District personnel or “Train the Trainer”, these key people will train the other users and/or school sites as needed.

Tab 11 – 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 12 – Additional Requirements Attachments (Non-Scored)

- **Drug Free Workplace Certification, Attachment “A”**
- **Debarment Certification, Attachment “B”**
- **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.
- **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.
- **Hold Harmless Certification, Attachment “F”**

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 5 is the most favorable in all sections.

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

- 0 = Does not meet the specification requirements.
- 1 = Lacks essential information to support proposal.
- 2 = Does not meet all specification requirements but demonstrates an understanding of the Services to be provided.
- 3 = Meets specification requirements. Demonstrates an understanding of the Services. Provides an approach and methodology to providing the Services.
- 4 = Exceeds specification requirements in a beneficial way. Comprehensive and complete and contains no significant deficiencies. Provides a detailed approach and methodology to providing the Services.
- 5 = Exceeds specification requirements in a beneficial way and contains no identifiable deficiencies. Provides a detailed and creative approach and methodology to providing the Services. The Proposal submitted is innovative, comprehensive, and complete in all details.

All presentations shall include at minimum:

- 1. Responsiveness of the Proposal – (Weighted Value 10)**
The respondent's ability to comply with the minimum qualifications and mandatory requirements of this Request for Proposal.
- 2. Ability, Capacity, and Skill of the Proposer – (Weighted Value 25)**
The ability, capacity, and skill of the Firm to be able to provide the services here in addressed.
- 3. Relevant Experience – (Weighted Value 30)**
The experience of the respondent with Florida School Boards and/or other political subdivisions.
- 4. Small Business Enterprise (“SBE”) and Veteran Business Enterprise (“VBE”) Program Participation – (Weighted Value 10)**
The respondent's ability to comply with the SBE/VBE Program Participation Guidelines and the District's current SBE/VBE policies and procedures.
- 5. Approach and Methodology – (Weighted Value 30)**
The Firm's approach and methodology of how the services herein addressed will be provided.
- 6. Fee Schedule – (Weighted Value 20)**
The fee proposed for the services as outlined in this Request for Proposal. List any relevant services that are in addition to the duties outlined in this solicitation and/or revisions in the attached contract (see Attachment “H”).

End of Section

Solicitation Date of Events

Date	Description
March 1, 2024	RFP Project Posted to SDOC Website: https://vendorlink.osceola.org/vendor/common/login.aspx
March 13, 2024	Not Mandatory Pre-Proposal Meeting Location: School District of Osceola County Purchasing Dept. Conference Room 817 Bill Beck Blvd., Bldg. 2000 Kissimmee, FL 34744 Time: 9:00 AM
March 31, 2024	Question Deadline - due before 12:00 PM Location: School District of Osceola County Purchasing Department 817 Bill Beck Blvd., Bldg. 2000 Kissimmee, FL 34744
March 27, 2024	Addenda released (if necessary) Addenda addressing questions received prior to the question deadline will be posted to the VendorLink website before 5:00 PM.
April 3, 2024	Submittals Due before 2:00 PM Deliver to: School District of Osceola County Purchasing Department 817 Bill Beck Blvd., Bldg. 2000 Kissimmee, FL 34744
April 4, 2024 - April 11, 2024	Committee to Evaluate Submittals
April 11, 2024	Selection Committee Short List Meeting Location: School District of Osceola County 817 Bill Beck Blvd., Building 2000 MITD Classroom #2 (Roz Room) Kissimmee, FL 34744 Time: 9:00 AM
April 11, 2024	Short Listed Firms Notified
April 23, 2024	Short Listed Firms Oral Presentations/Informal Interviews Oral Presentations before the Selection Committee Location: School District of Osceola County 817 Bill Beck Blvd., Bldg. 2000 MITD Classroom #2 (Roz Room) Kissimmee, FL 34744 Time: 8:30 AM
April 23, 2024	Award Recommendation Posted

Solicitation Date of Events Continued

Date	Description
May 14, 2024	School Board Meeting, Board Approval
May 24, 2024	Deadline to deliver 100% Performance & 100% Payment Bonds, Certificate of Insurance with SDOC added as Additional Insured due before 2:00 PM to the Purchasing Department Igeneris "Neri" Lopez – Senior Buyer 817 Bill Beck Blvd., Bldg. 2000 Kissimmee, FL 34744
May 24-28, 2024	Contract Negotiations
May 30, 2024	Contract Finalized by SDOC and signed by Vendor
May 31, 2024	Contract Submitted to School Board for Approval
June 11, 2024	Contract Start Date

End of Section

_____, 2024

PROPOSAL FORM

TO: School District of Osceola County, Florida
Director of Purchasing and Warehouse Services
817 Bill Beck Blvd., Building 2000
Kissimmee, Florida 34744-4492

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

PUBLISHING/CONTENT MANAGEMENT PLATFORM, WEBSITE HOSTING, MOBILE APP, MASS NOTIFICATION SYSTEM, TWO-WAY MESSAGING, AND SOCIAL MEDIA INTEGRATION FROM A SINGLE VENDOR

For which proposals were advertised to be received **no later than 2:00 p.m., local time, Wednesday, April 3, 2024** and further declare that will furnish the Website Design with Content Management, Mobile Application Design, Emergency Notification and Messaging System according to specifications.

***RFP – Price Sheet
See Attachment – “Fee Schedule”***

Prompt Payment Terms: _____ % _____ Days; Net 45 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-24-P-099-IL** 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 _____

List local (Osceola County) office address if applicable and provide supporting documentation (Business Tax Receipt).

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.

Organization Name

Publishing/Content Mgmt Platform, Website,
Mobile App, Mass Notification System, Two-Way
Message, & Social Media... & SDOC-24-P-0099-IL
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, nor Section 287.134, Florida Statutes.
- C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent’s subcontractors and Respondent’s implementer, if any, is not under investigation for violation of such statutes.
- D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes.



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 Board of Osceola County, a political subdivision of the State of Florida (the "District"), and the above named Respondent (hereinafter the "Respondent"). The School Board 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 Board of Osceola County for the purpose of responding to a request for proposal or otherwise conducting business with the School Board; and

WHEREAS, the School Board 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.

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

1. Confidential Materials. The Respondent warrants and represents to the School Board 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 Board for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School Board 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 Board, 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 Board, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board 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 Board;
 - (b) Information in the public domain through no wrongful act of the School Board;
 - (c) Information received by the School Board 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 Board 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 Board's prior written consent. Further, upon conclusion of discussions or business transactions between the School Board and the Respondent, or at any time upon request of the School Board, Respondent agrees to return such information (including any copies) to the School Board.
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 Board's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.

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

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

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 Board designates the following address for such notice:

The School Board of Osceola County, Florida
Director of Purchasing and Warehouse Services
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 exclusively in Osceola County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

12. Respondent and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this 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: _____
NAME: Dr. Mark Shanoff
TITLE: Superintendent
DATE: _____

BY: _____
NAME: _____
TITLE: _____
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 34744-4492

Attn: Ignieris “Neri” Lopez – Senior Buyer

RFP # SDOC-24-P-099-IL

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"



Contract # _____
Approval Date: _____

The School District of Osceola County, Florida

License 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 provide _____ Product in accordance with the following terms and conditions:

1. Description of Products.

The Contractor grants a limited, nonexclusive license to use the _____ . The Licenses may be transferred to other Authorized End Users during the subscription period.

Said Product shall be provided to the satisfaction of _____.

The Contractor will independently provide all products 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.

2. Location of Services/Provision of Products. Contractor will provide the School Board with a limited, nonexclusive license to use the _____ Product via online access within its schools as determined within the sole discretion of the School Board.

3. Term of Agreement. The term of this agreement shall be from the date last signed by both parties until _____, unless terminated as provided herein, or extended by supplement to this agreement.

Unless specified otherwise herein, all license subscriptions purchased within the term of the agreement shall be valid for a period of one (1) year. If the agreement expires prior to the term of the license subscription, the terms of the agreement shall remain in full force and effect until such time in which the subscription terminates.

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

At any time, either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any of its material obligations under this Agreement and such breach is not cured within thirty (30) days of receipt of written notice from the non-breaching Party; or (ii) if the other Party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business. Upon termination of this Agreement, the School Board will discontinue all access and use of the services. In the event the School Board terminates the Agreement due to a material and uncured breach by the Contractor, the Contractor shall refund to the School Board any prepaid, but unused license fee calculated on a straight-line prorated basis for the remainder of the then current term.

5. Compensation and Payment. Based on the activation of the _____ Product described in paragraph 1 above, the Contractor shall receive payment as listed below. School Board's payment will be made

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

A fixed fee of \$_____.

Expenses are not authorized. Expenses shall only be incurred as authorized by **School Board** and as provided for by section 112.061, Florida Statutes.

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.** The **Contractor** will carry and maintain as a minimum the coverages set forth below from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company in the minimum amounts set forth below. The **Contractor** will provide, before commencement of work, and attach to this agreement, certificates evidencing such coverage. The School Board shall be named as an additional insured on the following policies, as applicable, and shall be evidenced by an endorsement to the policies provided to the School Board with the applicable insurance certificate evidencing the coverage. The School Board may terminate this agreement if coverage is determined to be inadequate or insufficient. The Contractor will provide at least thirty (30) days notice prior to any material changes in the provisions or cancellations of the policy.

(a) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the District as an additional insured.

(b) Automobile Liability Insurance. The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the District as an additional insured.

(c) Workers' Compensation Insurance. The workers' compensation insurance will be maintained as required by applicable statutory law in the state where the Contractor is located and/or doing business.

(d) Cyber Risk or Cyber Privacy Insurance for claims and losses arising out of network communication, or data risks (such as data breaches, release of confidential information, unauthorized access to, or use of District's data or Protected Information, identity theft, etc.) with minimum limits of not less than \$1,000,000 per occurrence, and \$3,000,000 aggregate.

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

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

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

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

12. **Assignability.** This contract is for the product 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. Notwithstanding the preceding sentence, the Contractor may assign or transfer this Agreement, and shall be released from its obligations hereunder in connection with the sale of all or substantially all of its assets in the **Contractor's** business, provided that the Contractor provides at least 30 days advance written notice of the assignment to the School Board, including complete contact information of the assignee, and the assignee specifically accepts and assumes in writing all terms, conditions, and obligations of the Contractor under this Agreement. The School Board's consent, which shall not be unreasonably withheld, shall be required for any assignment which does not meet the foregoing terms. In the event of any assignment, the Contractor remains secondarily liable for the performance of the Contract, unless the assignee specifically accepts and assumes in writing all terms, conditions, and obligations of the Contractor under this Agreement or the School Board expressly waives such secondary liability.

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

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

15. **Indemnity and Hold Harmless.** Contractor will indemnify and hold harmless the School Board, its officers, agents and employees from and against any and all claims, demands, suits, judgments, damages to person or property, injuries, losses, expenses or liabilities of any nature whatsoever (including attorneys' fees and costs at

the trial, appellate and administrative levels), arising directly or indirectly from or out of any negligent act or omission of Contractor, its officers, agents, employees and representatives; any failure of Contractor to perform its services under this agreement in accordance with generally-accepted professional standards; any breach by Contractor of its obligations and duties to perform under this agreement; any breach by Contractor of its representations made in this agreement; and the failure of any good, product, or service furnished by Contractor under this agreement. This indemnity shall not be deemed to include matter which may be caused by or result solely from a negligent act or omission of the School Board. Nothing in this agreement shall be interpreted or construed as an agreement on the part of the School Board to indemnify or hold harmless any party, including, but not limited to Contractor.

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in section 768.28, Florida Statutes.

17. **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.

18. **Patents, Copyrights and Royalties.** Nothing in this provision is intended to confer upon the School Board ownership of the copyrights, patents, or other intellectual property belonging to Contractor, or its agents, employees, or representatives. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. Contractor shall abide by any applicable state or federal laws related to this Agreement.

19. **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. The Contractor, as required by this Agreement and any state or federal rules, regulations or laws respecting audit, shall retain all required books, records and accounts for a period of five (5) years after the School Board has made final payment and all services have been performed satisfactorily under this Agreement or the Agreement has been terminated, whichever comes first, or for such longer period as may be required by law. The School Board shall retain the right to audit the books, records, and accounts during the five-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. If Contractor receives notification of a dispute or the commencement of litigation or other proceedings regarding any services performed under this Agreement within this five-year retention period, then Contractor shall continue to maintain all books, records, and accounts in accordance with this paragraph until final resolution of the dispute, litigation, or other proceeding, or until the expiration of the five-year period, whichever is later. This paragraph shall survive the termination of this Agreement.

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

(e) Are not presently, nor have been within the last three years, listed on the convicted vendor list.

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

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

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

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

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

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

26. **Confidential Student Information.** Notwithstanding any provision to the contrary contained in this Agreement, Contractor and its officers, employees, agents, and representatives shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation regarding confidentiality of student information and records. Further, Contractor, for itself and its officers, employees, agents, and representatives, shall fully indemnify and hold the School Board,

and its officers, employees, agents, and representatives harmless for any violation of this covenant including, but not limited to, defending the School Board and its officers, employees, agents, and representatives against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the Contractor, or its officers, employees, agents, or representatives, to the extent that the Contractor, or its officers, employees, agents, or representatives, shall either intentionally or negligently violate the provisions of this covenant, FERPA, Sections 1002.22 or 1002.221, Florida Statutes, or other applicable state, local, or federal laws, rules, or regulations. This provision shall survive the termination of or completion of all performance or obligations under this Agreement, and shall remain fully binding upon Contractor.

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

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

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

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

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

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

(b) Contractor and its subcontractors shall upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law;

(c) Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School Board; and

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

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

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

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

32. **Limited Warranty.** Contractor warrants that the Product will perform substantially in accordance with the descriptions and specifications applicable to such product for the subscription period of the relevant license to use such product under normal use. Notwithstanding anything to the contrary, Contractor makes no representation or warranty with respect to any third party software, and undertakes no obligations with respect to any third party software.

33. **Modification.** No change or modification of this Agreement shall be valid or enforceable unless the same shall be in writing and signed by both of the parties hereto.

34. **Notices.** All notices shall be in writing. Notices may be provided either by electronic or physical Mail, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. If no email address is stated, then physical mail shall be the only method of providing notice. The person(s)/department(s) hereinafter identified and agreed to by the Parties will receive notices on behalf of their respective Party. Each Party may change the persons/departments to which notices will be sent by giving adequate

written notice to the other Party. Notice given in any manner shall be effective only if and when confirmed received by the party to be notified. For the present, the Parties designate the following as the representative and respective places for giving notice:

School District of Osceola County
817 Bill Beck Blvd.
Kissimmee, Fl. 34744
Email: _____
Phone: _____
Fax: _____

With a copy to:

Dr. Mark Shanoff, Superintendent
School District of Osceola County, FL
817 Bill Beck Blvd.
Kissimmee, FL 34744
Email: mark.shanoff@osceolaschools.net
Phone: 407-870-4008

and for Contractor:

Name: _____
Address: _____
Email: _____
Phone: _____
Fax: _____

With a copy to:

Name: _____
Address: _____
Email: _____
Phone: _____
Fax: _____

35. **Force Majeure.** Neither party shall be responsible for failures or interruptions of communications, facilities or equipment of third parties, labor strikes or slow-downs, shortages of resources or materials, natural disasters, world events, or similar events or circumstances beyond its reasonable control.

36. **Names; Trademarks.** CONTRACTOR shall acquire no rights under the Agreement to, and shall not use, the name of SCHOOL BOARD or the name of "Osceola County Public Schools" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "**SCHOOL BOARD Marks**") in any of CONTRACTOR's advertising, publicity or promotion; to express or imply any endorsement by SCHOOL BOARD of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by SCHOOL BOARD, except as expressly permitted herein. No advertisement, publication or other use of SCHOOL BOARD Marks shall be published or otherwise promulgated by CONTRACTOR without SCHOOL BOARD's prior inspection and written approval. This clause shall survive the expiration or sooner termination of the Agreement.

Similarly, the School Board shall not acquire any rights under this Agreement to any trademarks, tradenames, or logos of the Contractor and shall not use any such trademarks, tradenames, or logos in its advertising, publicity or promotion without the prior written consent of the Contractor. This clause shall survive the expiration or sooner termination of the Agreement.

37. Protection and Handling of Data.

Data Confidentiality- CONTRACTOR shall implement appropriate measures designed to ensure the confidentiality and security of any information which applicable law requires be held confidential ("Protected Information"), to protect against any anticipated hazards or threats to the integrity or security of the Protected Information, to protect against unauthorized access or disclosure of the Protected Information, and to prevent any other action that could result in substantial harm to SCHOOL BOARD or an individual identified with the Protected Information in CONTRACTOR's custody. The Contractor will provide individual user ID's to any of its personnel who have need to access the School Board's physical servers, virtual servers, databases, application, and environments. Further, passwords associated with the Contractor's personnel user ID's will reset to industry best practices.

Compliance with Laws and SCHOOL BOARD Procedures - CONTRACTOR will not knowingly permit any of CONTRACTOR's personnel to have access to any SCHOOL BOARD facility or any records or data of SCHOOL BOARD if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony.

CONTRACTOR also agrees to comply with all applicable state and federal laws, regulations, and SCHOOL BOARD policies including Privacy Rights of Students, Computer Users' Responsibilities, Security of Computing Resources, Security of Data, Privacy of Computing Resources, the Family Educational Records Protection Act (FERPA), Health Information Privacy and Accountability Act (HIPAA), Children's Internet Protection Act (CIPA) and the Gramm-Leach Bliley Act (GLBA).

Data Security - Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.):

a. **Data Transmission.** CONTRACTOR agrees that any and all transmission or exchange of system application data with SCHOOL BOARD and/or any other parties, -shall take place via secure means, e.g. HTTPS, FTPS, SFTP or equivalent means.

b. **Data Storage and Backup.** CONTRACTOR agrees that any and all SCHOOL BOARD data will be stored, processed, and maintained solely on designated servers and that no SCHOOL BOARD data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the CONTRACTOR's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an SCHOOL BOARD officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by SCHOOL BOARD Chief Information Security Officer for any general or specific case.

CONTRACTOR agrees to store all SCHOOL BOARD backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

c. **Data Re-Use.** CONTRACTOR agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of CONTRACTOR. As required by Federal law, CONTRACTOR further agrees that no SCHOOL BOARD data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other CONTRACTORS or interested parties except on a case-by-case basis as specifically agreed to in writing by the SCHOOL BOARD.

End of Agreement Data Handling - The CONTRACTOR agrees that upon termination of this Agreement, or future agreement between the parties for similar services, it shall return to SCHOOL BOARD all data provided by SCHOOL BOARD, in a useable electronic form, and erase, destroy, and render unreadable all SCHOOL BOARD data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of SCHOOL BOARD, whichever shall come first.

Data Breach - CONTRACTOR agrees to comply with the State of Florida Database Breach Notification Act set forth in Florida Statutes §501.171. In the event of a breach described in Florida Statutes §501.171 (“Notification Event”), CONTRACTOR will notify SCHOOL BOARD immediately and will comply with the requirements of Florida Statutes §501.171, including assuming the responsibility for informing, to the extent required by applicable law, all such individuals in accordance with applicable law. CONTRACTOR agrees to indemnify, hold harmless and defend SCHOOL BOARD and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

Mandatory Disclosure of Protected Information - If either party becomes compelled by law or regulation (including securities laws) to disclose any information which applicable law or this Agreement requires be held confidential (“Protected Information”), then such party will provide the other party with prompt written notice so that such other party may seek an appropriate protective order or other remedy. If a remedy acceptable to the party whose Protected Information is at issue is not obtained by the date that the party subject to the disclosure requirement must comply with such requirement, then such party will furnish only that portion of the Protected Information that it is legally required to furnish, and to the extent allowed by law, such disclosing party shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.

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

Safekeeping and Security - As part of the services provided under this Agreement, CONTRACTOR will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers and similar security codes and identifiers issued by SCHOOL BOARD to CONTRACTOR's employees, agents or subcontractors, if any. CONTRACTOR agrees to require its employees to promptly report a lost or stolen access device or information.

Non-Disclosure - Each party is permitted to disclose the other party's Protected Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only.

Request for Additional Protection - From time to time, the SCHOOL BOARD may reasonably request that CONTRACTOR modify or increase its protection of the confidentiality of certain Protected Information as necessary to ensure that confidentiality is maintained. Such modifications to the methods or manners by which the confidentiality of the Protected Information is maintained will be mutually agreed upon by the parties in a written amendment to this Agreement. CONTRACTOR shall not unreasonably decline SCHOOL BOARD's request.

Rights in Data - The School Board is and will remain the owner of all data provided to CONTRACTOR by the School Board pursuant to this Contract. CONTRACTOR will not use such data for any purpose other than providing Services and support to customer under this Contract, nor will any part of such data be sold, assigned, leased or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of CONTRACTOR. CONTRACTOR will not possess or assert any lien or other right against such data. The School Board agrees not to provide or otherwise make the Software (including the software used to provide the services described herein, related documentation and training videos, website, and the screen images created by such software), or any portion of thereof, available in any form to any person, except in strict conformity with the terms and conditions of this Agreement.

38. Small Business Enterprise (hereinafter “SBE”) and Veteran Business Enterprise (hereinafter “VBE”) Program Participation Guidelines. The CONTRACTOR shall comply with the School Board's current SBE/VBE policies and procedures.

SBE/VBE Program Compliance. The Contractor shall file copies of all executed subcontractor agreements/contracts between the Contractor and all SBE and VBE firms on the project to the Small Business and Veteran Programs Department. The Contractor shall not breach any of its obligations with the SBE/VBE firms. In the event the Contractor desires to terminate or replace an SBE/VBE firm, the Contractor shall promptly notify the School Board of the impending termination, in writing, and detail the reason for such. The School Board must approve the proposed termination and, if approved, provide written notification to the Contractor of such termination approval. The Contractor shall replace the terminated SBE/VBE firm with another SBE/VBE firm. If the Contractor is unable to enter into a contract with another SBE/VBE firm for performance of that part of the contract for which the terminated SBE/VBE firm was utilized, the Contractor shall provide the School Board with documentation in a form satisfactory to District to demonstrate good faith efforts of its attempts to secure a replacement of the terminated SBE/VBE firm with another SBE/VBE firm. Execution of the Agreement between the School Board and the Contractor shall be contingent upon the filing of executed agreements/contracts between the Contractor and the SBE/VBE firms on the project.

Reporting. The Contractor shall submit an updated quarterly SBE/VBE utilization report for all agreements/contracts. The required reports are to be submitted to the Small Business and Veteran Programs Department on a date agreed upon by both Parties.

SBE/VBE Certification Updates. The Contractor shall be required to notify the School Board of any updates to participating SBE/VBE firm(s) certification(s). Such document(s) shall also be submitted promptly if there is any change in ownership or control of the Contractor.

39. **Survival.** All covenants and agreements made herein, and representations made herein relating to disclosure or ownership of documents and indemnification, shall survive the termination of the Agreement.

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

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

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

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**

CONTRACTOR:

By: _____
Heather Kahoun, Board Chair

By: _____

Print Name: _____

Date Approved: _____

Title: _____

Date: _____

ATTEST (WITNESS):

ATTEST (WITNESS):

By: _____
Dr. Mark Shanoff, Superintendent

By: _____

Print Name: _____

Title: _____

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

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

Contractor Contact Name:
Email Address:
Phone Number:
Fax Number:

Exhibit “A”

SCOPE OF SERVICES FROM RFP

(TO BE ADDED)

Exhibit “B”

FEE SCHEDULE – BEST AND FINAL OFFER

(TO BE ADDED)

Exhibit “C”

RESPONDENT’S PROPOSAL AND AMENDMENTS

(TO BE ADDED)

Attachment "I"

Certified Business Program Reciprocity Affidavit

The School District has implemented a process to track specific categories of certified businesses (minority, women and/or service disabled veterans) as listed below and will accept certifications from the State of Florida Office of Supplier Diversity as well as certifications from other government agencies.

<u>CERTIFIED BUSINESS CATEGORIES (Check One)</u>			
<input type="checkbox"/> Asian American (A)	<input type="checkbox"/> African American (B)	<input type="checkbox"/> Hispanic American (C)	<input type="checkbox"/> Native American (D)
<input type="checkbox"/> American Woman (E)	<input type="checkbox"/> Service Disabled Veteran (V)		
Certifying Agency Name: _____		*Certification Number: _____	*Expiration Date: _____
Attach copy of Certification from Certifying Agency		*Required Information	

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: _____

Attachment “J”

Certification Statement

Prohibition Against Contracting with Scrutinized Companies

(INSERT INTO BIDDER'S CERTIFICATION FOR SOLICITATIONS \$1 MILLION +)

I hereby certify that neither bidder, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473.

Signature

Printed Name

Title

Company Name

Date