



The School District of Osceola County, Florida

Blaine A. Muse - Superintendent

817 Bill Beck Boulevard • Kissimmee, Florida 34744-4495
Phone: (407) 870-4600 • Fax: (407) 870-4618 • www.osceola.k12.fl.us

RFP # SDOC-07-036-CB

THE PURCHASE OF WIDE AREA NETWORK INSTALLATION AND SERVICE

PLEASE CHECK YOUR RFP FOR COMPLETENESS AND ACCURACY. THIS WILL BE CONSIDERED A BINDING CONTRACT.

THOMAS E. CHALIFOUX
DISTRICT NO. 2 KISSIMMEE
PHONE: (407) 846-0977

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TOM GREER
DISTRICT NO. 4 KISSIMMEE
PHONE: (407) 892-8200

TELEPHONE: (Area Code) _____ FAX: (Area Code) _____

TOLL FREE TELEPHONE: (Area Code) _____

TYPED NAME OF PERSON RESPONSIBLE FOR BID/RFP: _____

JOHN MCKAY
DISTRICT NO. 5 ST. CLOUD
PHONE: (407) 957-4056

SIGNATURE: _____ DATE: _____

EMAIL ADDRESS FOR PERSON ABOVE: _____

PLEASE LIST BELOW THE "INSIDE" SALES CONTACT FOR THIS CONTRACT

DAVID E. STONE
DISTRICT NO. 3 KISSIMMEE
PHONE: (407) 933-2700

TYPED NAME: _____

TITLE: _____ PHONE: (Area Code) _____ Ext _____

FAX: (Area Code) _____ EMAIL ADDRESS: _____

JAY WHEELER
DISTRICT NO. 1 KISSIMMEE
PHONE: (407) 390-0505

RFP's shall be submitted in a sealed envelope, clearly marked with the RFP name, number and the opening date and time. All submittals must be on the attached forms and received in the Purchasing Department located at 817 Bill Beck Boulevard, Building 2000, Kissimmee, FL 34744-4495. If you have any questions regarding this Bid, please contact the Purchasing Department at (407) 870-4630.

All purchases resulting from this RFP will be made by the approval of the School District of Osceola County, Florida. To receive a copy of the award recommendation, please include a stamped, self-addressed envelope with your Bid response.

The School District of Osceola County, Florida supports the Americans With Disabilities Act of 1990, and we will make all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the American With Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

BECAUSE OF THE RESTRICTED SIZE OF OUR BID FILE SPACE, WE REQUEST THAT YOU "DO NOT" SUBMIT YOUR BID RESPONSE IN 3-RING BINDERS.



Board Meets First Tuesday of Each Month

DISTRICT-WIDE ACCREDITATION BY THE SOUTHERN ASSOCIATION OF COLLEGES AND SCHOOLS

An Equal Opportunity Agency

GENERAL CONDITIONS

1. **SEALED RFP REQUIREMENTS:** The "Request for Proposal" cover sheet must be completed, signed, and returned with the RFP. **RFPs received that fail to comply with these submittal requirements may not be considered.**
 - a) **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received; and all addenda released are received prior to submitting an RFP response. All responses are subject to the conditions specified herein on the attached RFP documents, and on any addendum issued thereto.
 - b) **RFP SUBMITTED:** RFP proposals must be submitted sealed in an envelope/box. RFPs must be time stamped in the Purchasing Department prior to the RFP opening time on date due. No RFP will be considered if not time stamped in the Purchasing Department prior to the stated RFP opening time. RFPs submitted by telegraphic or facsimile transmission, including any literature or other attachments associated therewith, will not be accepted unless stated in the special conditions of this RFP.
 - c) **Each RFP must be submitted on "RFP Response Form"** if provided.
 - d) **Paragraph (2)(a) of Section 287.133, Florida Statutes states:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs 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 section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
 - e) **EXECUTION OF RFP:** All RFPs must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initiated by the person signing the RFP. Any illegible entries will not be considered. The original RFP conditions and specifications cannot be changed or altered in any way by Proposer. Altered RFPs will not be considered.
2. **TAXES:** The School District of Osceola County, Florida does not pay federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School District owned real property as defined in Chapter 192 of the Florida Statutes.
3. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, prices and extensions, and all instructions pertaining to supplies and services being offered. Failure to do so will be at proposer's risk.
4. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
5. **PROPOSER'S CONDITIONS:** The District specifically reserves the right to reject any conditional Request For Proposals.
6. **PREFERENCE FOR OSCEOLA COUNTY PROPOSERS:** For all purchases made by The School District of Osceola County, prices and quality being equal, preference may be given to Osceola County Proposers.
7. **NO CORRECTION** of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer orally. Every request for such interpretation or correction should be in writing, prior to RFP date, addressed to the Purchasing Representative.
8. **ANTI-DISCRIMINATION:** The Proposer certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11246, as amended by Executive Order 111375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
9. **AWARDS:** In the best interest of the School District, the District reserves the right to reject any and all RFPs and to waive any irregularities in RFPs received. All awards made as a result of this RFP shall conform to applicable Florida Statutes.
10. **OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain offers to furnish the products(s)/service(s) herein specified to the School District of Osceola County, Florida. Other school Districts and governmental agencies/entities including, but not limited to, fellow member districts in the Bay Area Schools Purchasing Consortium and the Central Florida School District Purchasing Consortium, may purchase from this solicitation if permitted by the contractor or supplier. Said product(s)/service(s) are to be furnished in accordance with the contract resulting from this solicitation.
11. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their offer the name of any officer, director, or agent who is also an employee of the School District of Osceola County, Florida. Further, all Proposers must disclose the name of any District Employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the Proposer's firm.
12. **LEGAL REQUIREMENTS:** Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
13. **PATENTS & ROYALTIES:** The Proposer, without exception, shall indemnify and save harmless The School District of Osceola County, Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School District of Osceola County, Florida. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
14. **OSHA:** The Proposer warrants that the product supplied to The School District of Osceola County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

GENERAL CONDITIONS

15. **SPECIAL CONDITIONS:** The Superintendent, designee, has the authority to issue Special Conditions/Specifications as required for RFP. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
16. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where Proposers are required to enter or go onto School District property to deliver materials or perform work or services as a result of a RFP award, the Proposer agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurances. The Proposer shall be liable for any damages or loss to the District occasioned by negligence of the Proposer (or agent) or any person the Proposer has designated in the completion of the contract as a result of their RFP.
17. **RFP BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** RFP bonds, when required, shall be submitted as noted in the RFP in the amounts specified in Special Conditions. After acceptance of RFP, the District will notify the successful Proposer to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.
18. **CANCELLATION:** The School District of Osceola County, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.
19. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to The School District of Osceola County, Florida, Accounts Payable Department. 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance.
20. **FACILITIES:** The District reserves the right to inspect the Proposer's facilities at any time with prior notice during the contract period.
21. **RFP TABULATIONS:** The results of the RFP evaluation will be posted to the District's Purchasing website at www.Osceola.k12.fl.us under Helpful Links select Bid Award. Results of the Tabulation are not official until District Approval has been given.
22. **HOLD HARMLESS AGREEMENT:** During the term of this RFP the Proposer shall indemnify, hold harmless, and defend the School District of Osceola County, Florida its agents, servants and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the District, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Proposer, his agents, servants or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by the District for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the District's property, or death of any person, group or organization, whether employed by the Proposer or the District or otherwise.
23. **PROTEST PROCEDURE:** Failure to file a protest as outlined in Section 120.57(3) F.S. and Osceola County Schools Fiscal Policy 702 shall constitute a waiver of proceedings under Chapter 120, F.S.

SUBMITTALS CHECKLIST

To help ensure that you include all the necessary submittals with your response to this Request For Proposal, the District has provided this form for your use. Place a check in the box to indicate the items you have included in your RFP submittal packet.

Included	Item	Description of Submittal	Page #
<input type="checkbox"/>	1	RFP Coversheet, completed and signed	1
<input type="checkbox"/>	2	Outline of Sub-Contracting Services – Item 8	8
<input type="checkbox"/>	3	Debarment Form - Completed & Signed (form attached – at end of RFP) – Item 13	10
<input type="checkbox"/>	4	Licenses, Proof of registration as a common carrier in the State of Florida with the Florida Public Service Commission (FPSC) and/or registered with the Federal Communications Commission (FCC) and E-Rate certification (form attached, page 24)– Item 21	12
<input type="checkbox"/>	5	Performance Bond Capability Statement – Item 23	12-13
<input type="checkbox"/>	6	References – Item 26	13
<input type="checkbox"/>	7	Technical Support Letter – Item 28	13
<input type="checkbox"/>	8	Work Record Certification (form attached, page 25) – Item 29	13-14
<input type="checkbox"/>	9	Original and 6 copies of completed proposal and 1 electronic copy– Item 31	14
<input type="checkbox"/>	10	Scope of Work – Item 5	16-18
<input type="checkbox"/>	11	Contact List and Escalation Procedure – Item 7.11	20
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- 3. Response Forms (page 26-31)
- 4. Debarment Form and Instructions (page 35-36)

Attachments End of Document

- 1. Attachment “A” – Facilities Listing, pages 32 & 33
- 2. Attachment “B” – Conceptual Network Topography Drawing
- 3. Attachment “C” – Debarment Form

SPECIAL CONDITIONS

1. **INTENT**: This Request for Proposal (RFP) is being prepared on behalf of The School District of Osceola County, Florida, hereinafter referred to as District and the Management Information Services Department. The intent of this RFP is to seek proposals to provide for the purchase of wide area network installation and services to upgrade the District's Wide Area Network (WAN) communications to a higher-speed network infrastructure linking all schools and administrative sites. This RFP is being proposed to comply with the Schools and Libraries Division E-Rate program deadlines and to comply with the district's technology requirements.
2. **KEY EVENTS & DATES**: The District proposes the following **tentative time line** of key events and dates with regard to this RFP:

<u>SOLICITATION PERIOD FOR REQUEST FOR PROPOSALS</u>	
October 10, 2006	Release RFP.
October 12 – October 22, 2006	Proposers' site visits (page 22) – Inspections can be scheduled if needed and coordinated with Charles Brooks, Senior Buyer (page 14).
October 23, 2006	Pre-Bid Conference @ 9:00 a.m.
October 25, 2006	Release of any required Addenda to RFP
November 1, 2006 @ 2:00 p.m.	RFP opening date and time.
<u>EVALUATION PERIOD FOR RFP</u>	
November 2, 2006	Purchasing Department submits qualified RFP responses to evaluating team.
November 8 – November 9, 2006	Evaluation team meets to rank qualified RFP responses
November 28, 2006	If required, proposer presentations. Proposers' will be notified.
November 29 – November 30, 2006	If required, contract negotiations with ranked proposers.
December 4, 2006	Final Recommendation.
December 4, 2006	Tabulation posted on web site.
<u>DISTRICT APPROVAL PERIOD FOR RFP</u>	
December 19, 2006	District Approval.
December 20, 2006	Proposer Notification/Preparation after District approval.
<u>GENERAL PERFORMANCE TIME LINE FOR RFP</u>	
July 1, 2007	Installation starts.
December 12, 2007	Complete and final installation.

SPECIAL CONDITIONS

3. **AWARD OF CONTRACT:** All proposals will be considered. Award will be on an “**ALL OR NONE**” basis to the most responsive and responsible proposer meeting all criteria of this RFP and determined to be in the best interest of the District.

Following the selection of the top-ranked proposer(s), a contract will be negotiated and executed with the most qualified firm to provide services as a result of this RFP. Upon reaching an agreement, the top-ranked proposer recommended for award and the specific contract, if required, shall be submitted to the District for approval and execution. The District retains the right to use any ideas or information obtained from or as a result of any proposal submitted in response to this RFP.

4. **CONTRACT PERIOD:** District approval date is tentatively scheduled for December 19, 2006. The resulting contract will be for a base period of five (5) years. Upon mutual agreement in writing, the resulting contract may be extended in one (1) year increments, not to exceed a total of two (2) years, for a total contract period of seven (7) years, under the same terms, conditions and specifications. The District may cancel the contract with thirty (30) day written notice without penalty at any time.
5. **CONTRACT AGREEMENT:** This RFP and the contract shall be incorporated into and made a part of the final agreement. The District reserves the right to negotiate the terms and conditions of the contract agreement with the selected proposer. The proposal and negotiated agreement will constitute the complete agreement between proposer and the District.
6. **THIRD PARTY AGREEMENTS:** **The District will not accept any proposal that is contingent upon third party agreements between the District and any other entity.**
7. **ASSIGNMENT OF CONTRACT AND/OR PAYMENTS:** This contract is personal to the parties herein and may not be assigned, in whole or part, by the proposer without prior written consent of the District. The proposer herein shall not assign payments under this contract without the prior written consent of the District.
8. **SUB-CONTRACTING/ASSIGNMENT:** If awarded proposer elects to sub-contract, it will be at no additional cost to the District. Sub-contracting any part of the proposal in no way relieves the awarded proposer from fulfilling all obligations arising under this contract nor will it relieve the awarded proposer from any responsibility for performance under the terms of the contract. The District shall deal only with the awarded proposer, who shall retain the legal responsibility for performing all obligations under this contract. The awarded proposer shall provide the District with advanced notification in writing of any changes in sub-contractor services throughout the term of this contract. **Proposers shall submit with their proposal a clearly defined outline of services to be performed by any and all sub-contractors and to identify the type of relationship between the proposer and sub-contractors assigned to this project.**
9. **TERMINATION OF CONTRACT:** This contract may be terminated by the District upon the occurrence of any of the events or conditions listed below. Should any of these events or conditions occur, a termination date would be negotiated and mutually agreed upon with the awarded proposer.

9.1 The District’s lack of available funds due to budget allocations.

SPECIAL CONDITIONS

TERMINATION OF CONTRACT (continued):

- 9.2 The awarded proposer's failure to perform in accordance to the RFP requirements during the contract period, specifically but not limited to proposer's failure to:
- 9.2.1 Perform the services within the time specified in the contract, installation agreements and/or cut-over schedules. Maintain adequate progress to avoid endangering performance of the contract. **Time is of the essence to get the system up and running.** The awarded proposer's repeated failures to meet agreed upon schedules will not be acceptable to the District.
 - 9.2.2 Maintain E-rate certification status throughout the duration of this contract and any extension of the contract period and must not be in "Red Light Status". Abide by all statutory, regulatory, or licensing requirements, per Rule 60A-1.006(3), Florida Administrative Code.
 - 9.2.2 Failure to meet one or all of the Service Level Agreements and Quality of Service requirements or other network performance criteria on a consistent basis as determined by the District.
- 9.3 In the event the contractor violates any of the provisions contained in the contract, the Superintendent or designee will give written notice to the contractor stating the deficiencies and, unless a written plan is submitted addressing corrections of the deficiencies within approximately ten (10) days, recommendation may be made to the District for termination of the contract. Upon termination, the District may pursue any and all legal remedies as provided herein and by law.
10. **PRICING:** The District is requesting a flat monthly fee per site based upon identified speeds. The initial connection to each site is to be included in the flat monthly fee established for that site. Proposers are to use the pricing Response Forms provided with this RFP. **Proposers shall caution themselves not to omit other documentation that the District is requiring to be submitted with your response to this RFP. Proposers are instructed to include additional costs, if any, in the monthly cost column on the RFP Response Forms. Proposers may attach additional supportive documentation in addition to the RFP Response Forms, if needed. Proposers are responsible for the accuracy of their submittal and no allowance will be made for errors or price discrepancies that the proposer later alleges are retroactively applicable.** Replacement sites shall be treated like the existing site and shall have the same flat monthly fee as the existing site. **Proposers are to provide a detailed Scope of Work for each site listed in this RFP, which will include any equipment space requirements, if needed, that will be required for your firm to do the work.** Prices should exclude federal, state, municipal taxes or excise taxes.
- Submitted proposals shall remain firm and no proposal may be withdrawn for a period of one hundred and twenty (120) days after the RFP opening date.
11. **PRICE ADJUSTMENTS:** On each anniversary of the contract, the District shall have the right to conduct a price determination of the contracted services based on current market or tariff prices in the same tariff region. The successful proposer may also, at this time request a price increase. If the price determination finds the current market or tariff prices are lower or higher than the contract prices then the District may request to renegotiate the contract prices with the awarded proposer.

SPECIAL CONDITIONS

12. **PURCHASES BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful vendor, purchases may be made under this proposal by any of the 67 school districts within the State of Florida. They are (excluding Osceola): Alachua, Baker, Bay, Bradford, Brevard, Broward, Calhoun, Charlotte, Citrus, Clay, Collier, Columbia, Desoto, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gilchrist, Glades, Gulf, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Holmes, Indian River, Jackson, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Liberty, Madison, Manatee, Marion, Martin, Miami-Dade, Monroe, Nassau, Okaloosa, Okeechobee, Orange, Palm Beach, Pasco, Pinellas, Polk, Putnam, Santa Rosa, Sarasota, Seminole, St. John's, St. Lucie, Sumter, Suwannee, Taylor, Union, Volusia, Wakulla, Walton and Washington. Such purchases shall be governed by the same terms and conditions as stated herein.
13. **DEBARMENT FORM:** All proposals shall be accompanied by a completed Certificate regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form (**copy attached**).
14. **RESTRICTIONS ON HIRING PERSONNEL:** It is agreed that the proposer selected for award as a result of this Request for Proposal (RFP) and the School District of Osceola County will not solicit for hire any current employee(s) of the other party, directly or indirectly, for the term of this agreement and for six (6) months thereafter.
15. **EVALUATION PROCESS:** The District (Management Information Services) will meet to consider responses received from proposers.
 - 15.1 It is to be understood by all who submit proposals that the contents of these specifications are for the sole purpose of providing the basis for a clear and equitable comparison between proposers. The proposers may be selected on factors other than cost. It is the intent of the District to select the lowest and **best** proposal. Proposers are encouraged to provide their best financial offer with the initial proposal since the District prefers and reserves the right to award a contract based on initial proposals without further discussion or negotiation. **Best** is defined at the sole discretion of the District.
 - 15.2 The District reserves the right to negotiate further terms and conditions, including pricing structure with the lowest and/or best proposer. If the District cannot reach a mutually beneficial agreement with the first selected proposer, the District reserves the right to enter into negotiations with the next lowest and/or best proposer and continue this process until an agreement is reached.
16. **EVALUATION CRITERIA:** Qualified proposals will be evaluated using the following criteria:
 - 16.1 Service Level Agreement (SLA) ...(page 18, paragraph 6)..... 20 Points
 - 16.2 Quality of Service(page 19, paragraph 7)..... 20 Points
 - 16.3 Perceived management capabilities ...(page 21 & 22, paragraph 11& 12)... 15 Points
 - 16.4 Perceived technical capabilities(page 21, paragraph 9)..... 35 Points
 - 16.5 References(page 13, paragraph 26)..... 10 PointsMaximum Total Points 100 Points
17. **INDULGENCE:** Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.
18. **INSURANCE REQUIREMENTS:** The School District of Osceola County shall be named as an **additional insured on the Certificate Of Insurance for all required insurance.** Proof of the following insurance will be furnished by the awarded vendor to the School District of Osceola County.

SPECIAL CONDITIONS

INSURANCE REQUIREMENTS continued:

- 18.1 Certificates of Insurance meeting the required specifications of this RFP **shall be forwarded to the Osceola County School District's Purchasing Department for acceptance fifteen (15) days after notification of award.** Renewal certificates must be forwarded to the same department prior to the policy renewal date.
- 18.2 Insurance policies meeting the required specifications of this RFP **shall be forwarded to the same department, within seven (7) days after of the date of request by the Purchasing Department.**
- 18.3 Thirty (30) days written notice must be provided to the Osceola County School District via certified mail in the event of cancellation of any required insurance.
- 18.3.1 **Workers' Compensation:** Proposer(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance.
- 18.3.2 **Comprehensive General Liability:** Awarded proposer shall procure and maintain, for the life of this contract, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this contract. It must be an occurrence form policy. The minimum limits of coverage shall be \$ 5,000,000.00 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.
- 18.3.3 **Business Automobile Liability:** Awarded proposer shall procure and maintain, for the life of this contract, Business Automobile Liability Insurance. The minimum coverage shall be \$500,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract, _____ (Company Name) agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of acquisition.

- 18.3.4 **PROFESSIONAL LIABILITY:** The awarded proposer shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$2,000,000.00 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the School Board of Osceola County and each officer, agent and employee of the School Board of

Osceola County against all claims, against any of them for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

SPECIAL CONDITIONS

INSURANCE REQUIREMENTS continued:

This policy must be continued or tail coverage provided for two years after completion of this project

19. **INVOICING:** Awarded proposer should submit one single monthly invoice. The monthly invoice should show charges for each individual site as well as a consolidated total for all sites/departments being invoiced. List separately franchise fees, access fees, and any additional fees charged to each site/department.
 - 19.1 The District's State of Florida Sales Tax Exemption Number is 85-8012500806C-9 and Federal Excise Tax Exemption Number is 59-6000779.
 - 19.2 If credits are incurred due to non-performance of any of the contract terms, the proposer should provide the credit on the next billing cycle from the reported occurrence of the non-performance. If there is a dispute as to whether a credit is owed and the parties find the credit to be invalid, the credit will be reversed on the next billing cycle.
20. **LEGAL REQUIREMENTS – LAWS, REGULATIONS, ETC.** It will be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility. This RFP, and any award resulting from this RFP, shall be governed by and construed under the laws of the State of Florida. Venue shall be within the boundaries of Osceola County, Florida.
21. **LICENSES, REGISTRATION & CERTIFICATION:** The awarded proposer shall hold appropriate license(s) according to Florida Statutes with regard to the product and/or services being proposed, for the life of the contract. The license must be valid throughout the contract period. The District shall be notified of any change(s) occurring regarding the status of licenses. The awarded proposer will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules and regulations, whether state or federal, and with all local codes and ordinances without additional cost to the District. Proposers must provide certification and/or documentation that proposer is a registered common carrier in the State of Florida with the Florida Public Service Commission (FPSC) and/or registered with the Federal Communications Commission (FCC). Proposers must maintain E-rate Certification status for the duration of this contract. **Proposers are to provide with their proposal proof of registration and proposer's SLD Spin Number.** The awarded proposer shall notify the District immediately if and/or when a license/certification status has changed.
22. **LIQUIDATED DAMAGES:** The parties acknowledge that the District will suffer damages if the project has not reached completion by the dates set forth in the contract and that such losses are not a penalty but are liquidated damages. If for any reason the District suffers a loss of funds through the E-Rate process or from other revenue means due to delay and/or non-compliance of the awarded contractor, the awarded contractor will be responsible for reimbursing the District the amount of any monetary loss suffered. Each proposer consents and agrees that it is not necessary for the District to prove monetary loss. **Time is of the essence in this contract.**
23. **PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT:** The awarded proposer will be required to furnish a performance bond or an irrevocable letter of credit for twenty-five percent (25%) of the estimated value of the resulting contract being awarded. The irrevocable letter of credit shall be from a bank acceptable to Osceola County School District. **The performance bond or irrevocable letter of credit shall be forwarded to the Purchasing Department within fifteen (15) days of notification of award by the District.** If the awarded proposer fails to comply in full with these specifications and/or fails

SPECIAL CONDITIONS

PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT – Continued:

to render any services as noted herein during the contract period, the District reserves the right to cancel the contract and will consider the performance bond or irrevocable letter of credit as liquidated damages. The performance bond or irrevocable letter of credit shall be valid throughout the RFP contract period and may be requested again at the District's discretion to cover any continuing renewal agreements. **Proposers need to provide a statement that proposer is capable of being bondable.**

24. **PROPOSAL PREPARATION EXPENSES:** The School District is not liable for any costs incurred by any proposer in the preparation, or presentation of their proposal, if required, or for any services or work performed prior to the issuance of a contract.
25. **PUBLIC RECORD LAW:** All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes.
26. **REFERENCES:** Proposers are to provide adequate documentation and support to effectively demonstrate their ability to meet all requirements of this RFP.
27. **SCHOOL DISTRICT RIGHTS:** The District reserves the right to:
 - 27.1 Reject any and all offers received as a result of the Request for Proposal (RFP) and to re-bid the services if it is in the best interest of the District.
 - 27.2 Disqualify a proposer from receiving the award if such proposer, or anyone in the proposer's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
 - 27.3 Seek clarification of information submitted and to waive minor irregularities in any proposal.
 - 27.4 Accept and utilize any and all ideas submitted in any proposal.
 - 27.5 Negotiate further with any proposer responding to this RFP if it will best serve the interest of the School District of Osceola County, Florida.
 - 27.6 The District reserves the right to re-negotiate terms and conditions of this RFP due to regulatory changes or other factors which may impact this contract.
 - 27.7 Subsequent to establishing a contract resulting from this RFP, if the District determines that additional features, service, modifications, or deletions are needed and it is in the District's best interest, the District may enter into negotiations with the contractor to amend the contract.
 - 27.8 **Site additions/deletions:** The District reserves the right to increase/decrease the number of sites or upgrade services as required during the contract period.
28. **TECHNICAL SUPPORT:** The awarded proposer shall provide support, training and technical expertise to the District regarding current technology on the use of services provided by proposer. Proposers are to include in their flat monthly rates any costs associated with rendering technical support. Technical support is more fully described under Detailed Specifications under Quality of Service. **Proposers need to submit with their RFP an action plan addressing technical support that will be offered to the District.**
29. **WORK RECORD:** The District is committed to the education and safety of its students and employees. Proposers will be required to assure the District that personnel assigned to this project work in a drug-free

SPECIAL CONDITIONS

WORK RECORD – Continued:

environment and will conduct themselves in a manner that does not violate the District's standards for employment as set forth by the Florida Department of Education. **Proposers are required to sign the Work Record Certification Form included in the RFP. See Certification Regarding Work Record form attached, page 25.**

30. **JESSICA LUNSFORD ACT – HOUSE BILL 1877:** The state of Florida has passed a law stating that all vendors visiting a school campus shall be in compliance with the Florida H.B. 1877, The Jessica Lunsford Act, effective September 1, 2005.
31. **RFP SUBMITTAL/QUESTIONS:** Proposers must submit an **original and six (6) copies and one (1) electronic copy** of their completed proposal to the Purchasing Department contact person listed below.
 - 31.1 Proposers are strongly encouraged to submit via e-mail any questions proposer may have regarding the specifications, issues and/or technical requirements of the RFP. **Questions submitted after October 26, 2006 may not be answered prior to the bid opening date of November 1, 2006.**
 - 31.2 Addenda may be issued throughout the RFP process. Any addenda issued will be addressed in writing and posted to the Osceola County School District's web site, www.Osceola.k12.fl.us/depts/purchasing, prior to the RFP due date and time.
 - 31.3 It shall be the sole responsibility of the proposer to determine if an addendum has been issued, and if so, to acknowledge each and respond accordingly.
 - 31.4 Questions about the proposal should be directed to:

RFP CONTACT PERSON:

Charles Brooks, Senior Buyer
Purchasing Department
School District of Osceola County, FL
817 Bill Beck Boulevard, Building 2000
KISSIMMEE, FL 34744-4495
Facsimile: (407) 870-4616
Telephone: (407) 870-4600, Ext. 4023
E-mail: brooksc@Osceola.k12.fl.us

SPECIAL CONDITIONS

DETAILED SPECIFICATIONS:

1. **PURPOSE:** The District is seeking to contract with a Florida licensed communication carrier experienced in providing WAN services. The primary reason for upgrading the WAN infrastructure is that the existing ATM infrastructure does not support the required functions and future directions identified in the District's technology plan. The District's ever increasing reliance on the Internet and client/server applications for administrative and academic activities, as well as voice and video has added system requirements that the current network will soon be unable to support. The District is reaching the upper limits of its current ATM infrastructure, which necessitates this WAN upgrade. The District seeks proposals to provide communication services to upgrade the District's Wide Area Network communications to a higher speed network infrastructure linking all remote to core sites, in compliance with the Schools and Libraries Division E-Rate program.

2. **DISTRICT PROFILE:** 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 District school officials in accordance with Chapter 230, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and its departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District is coterminous with Osceola County. The annual budget for the District for FY2006 totals \$394 million, including an operating budget of \$203 million and a capital budget of \$130 million. The District operates 29 schools, including 15 elementary schools, 2 intermediate, 6 middle schools, 5 high schools, and 1 K-12 combination school. The district is also responsible for 9 alternative sites, 6 charter schools, and 2 postsecondary schools. The total full-time K-12 enrollment of public school students is 37,500. Growth is projected to continue in the future at an average of 850 students per year for the next five years. The postsecondary enrollment is 6,500.

3. **E-RATE DISCOUNT PROGRAM:** The District plans to participate in the Universal Service Program, otherwise referred to as the "E-Rate Discount" created as part of the Federal Telecommunications Act of 1996, headed by the Schools and Libraries Division (SLD). This program is designed to ensure that all eligible schools and libraries in the United States have affordable access to modern communications and information services. **Proposers are to provide a minimum of five (5) references relating to E-Rate participation.**

3.1 **Service provider must be a registered Telecommunications Common Carrier in the State of Florida and/or registered with the Federal Communications Commission (FCC). Proposers are to submit documentation of registration (see page 24).**

3.2 The District will apply for discounts on eligible communication services as authorized by the Universal Service Order of the Telecommunications Act of 1996. The Universal Service Administrative Company (USAC) is responsible for administering this program. The awarded proposer shall provide responsive reimbursement for "BEAR Form" processing. The district prefers reimbursement after paying bill in full.

4. **INSTALLATION and CUT-OVER TIME LINES:** From the contract award date through June 30, 2007, the awarded proposer will be authorized to begin designing, engineering, permitting, and completing any construction necessary in preparation of commencing cut-over. All three core sites should be cut over by March 2007. The other remote sites should be cut-over and completed by June 30, 2007. **Sites should be cut-over with little or no interruption of service. All charges for awarded proposer's WAN services and invoices will begin and be dated after June 30, 2007. Under no circumstances should**

SPECIAL CONDITIONS

DETAILED SPECIFICATIONS (continued):

any billing occur prior to that date for any type of service provided, as the District will not honor any invoices showing charges prior to July 1, 2007.

- 4.1 Awarded proposer is to comply with the Schools and Libraries Division E-Rate program deadlines.
 - 4.2 The cut-over schedule may be amended or accelerated at the District's/designee's request as business needs dictate. Any such changes to the schedule by the District/designee would be negotiated with the awarded proposer in advance and in writing.
 - 4.3 The District/designee will provide its "Acceptance" of each circuit after the circuit has been installed, tested and the appropriate performance test results have been furnished to the District/designee.
 - 4.4 Billing for a circuit will not commence until and after the District/designee has provided its written "Acceptance" of the circuit after June 30, 2007.
5. **SCOPE OF WORK:** The District is seeking a proposer's solution to provide high-speed ethernet communication services for the District's wide area network (WAN). The District is requesting proposals for communication services, compliant with the E-RATE program, to increase the bandwidth of the District's WAN system. The proposer's solution must be able to accommodate the needs of the District with the following parameters. For each remote site, the connection shall have pricing for speeds of 10 Mbps, 100 Mbps and 1 Gbps full duplex connections. The parameters for the core sites are to have two (2) connections (primary and hot standby) to the proposer's infrastructure. For each core site, each connection shall have pricing for speeds of 200Mbps, 1 Gbps and 10 Gbps full duplex connections; as defined by IEEE 802.x standards. The District requires full duplex speed be guaranteed for each connection through the proposer's network. A minimum of twelve (12) strands of fiber will be delivered to each location. The District intends to leverage the existing WAN equipment where possible, (see Attachment "A"). The District will be responsible for any hardware and software upgrades to its equipment. **The proposer shall include in their proposal any changes the District would be required to make for integration of their proposed solution.** All connections provided will terminate in a location designated by the District/designee. All locations exist within the boundaries of Osceola County. Locations are also listed in Attachment "A".
- 5.1 Current district communications infrastructure will remain functional and in place during the installation. The existing circuits will be removed as sites are cut-over to the new connection. **Proposer must provide anticipated timelines for installation and cut-over of the new network infrastructure.**
 - 5.2 A design, satisfactory testing procedures, installation and cut-over agreement will be drawn up by the District/designee and the awarded proposer. **The District/designee and awarded proposer will conduct a Status Review approximately sixty (60) days before the scheduled cut-over date to confirm the implemented solution meets the District's/designee needs.** The District will have final approval on all installation timetables and completion on the sequence order. This agreement will consist of but not be limited to the following:
 - 5.2.1 The SDOC network backbone listed below will consist of three (3) geographically isolated locations supplying critical and educational services referred to as core sites.
 - Harmony High School (Eastern Redundant Site)
 - District Office (Central/Primary Site)

SPECIAL CONDITIONS

DETAILED SPECIFICATIONS (continued):

SCOPE OF WORK continued:

- Poinciana High School (Western Redundant Site)
- 5.2.2 The core sites will be configured as either 200 Mbps, 1 Gbps or 10 Gbps full duplex Ethernet. A physically diverse redundant path between cores is required through the proposer's network. The 10Gbps full duplex speed must be guaranteed through the proposer's network, for each 10 gigabit connection
- 5.2.3 All of the remote sites will attach to the proposer's network in a logical point to point configuration of either 100 Mbps or 1 Gbps full duplex per connection, (see Attachment "A"). The full duplex speeds must be guaranteed through the proposer's network, for each connection.
- 5.3 **The network build-out should occur in the following order.** The School District's designated cluster sites must be connected and communicating across the network first.
- 5.3.1 The WAN connection for the District Office core must be the first site connected to the network.
- 5.3.2 The connections for the Poinciana High School and Harmony High School core sites must be the next sites connected to the network.
- 5.3.3 After all three core sites are attached, the High School remote sites should be converted to the new WAN.
- 5.3.4 The next group of remote sites to be converted should be the Middle Schools.
- 5.3.5 The next group of remote sites to be converted should be the Elementary Schools.
- 5.3.6 The last group of remote sites to be converted should be the Alternative Education locations.
- 5.3.7 The District is requesting all proposers to include in their Scope of Work:
- 5.3.7.1 A cut-over plan describing methodology to cut-over services with little or no interruption of existing service.
 - 5.3.7.2 Identify key steps, constraints and risks associated with any part of your cut-over plan.
 - 5.3.7.3 Identify temporary configurations and equipment required to successfully complete your cut-over plan.
- 5.4 Proposer must provide final as-built network drawings within ninety (90) days after cutover for all sites.
- 5.5 **SCOPE OF WORK REVISIONS:** The District reserves the right to re-negotiate the terms and conditions and prices submitted in this RFP in the event that the existing Scope of Work is changed due to regulatory changes or any other factors which may impact this contract. Any revisions to the original contract or price changes incorporated into this contract shall be negotiated through the District in the form of an amended

SPECIAL CONDITIONS

DETAILED SPECIFICATIONS (continued):

SCOPE OF WORK continued:

contract and must be mutually agreed upon in writing by the District's designee(s) and the awarded proposer. The District reserves the right to re-bid this contract if the changes in the Scope of Work so dictate.

6. **SERVICE LEVEL AGREEMENT:** The proposer shall not be responsible for delays resulting from its failure to perform if neither the fault nor the negligence of the proposer or its employees or agents contributed to the delay and the delay is due to an event of Force Majeure beyond the proposer's control, such as wars, acts of public enemies, fires, floods, declared emergencies or other similar cause wholly beyond the proposer's control. In case of any delay the proposer believes is excusable, the proposer shall notify the District in writing of the delay or potential delay and describe the cause of the delay either (1) within two days after the cause that creates or will create the delay whichever occurs first, if the proposer could reasonably foresee that a delay could occur as a result of the cause, or (2) if delay is not reasonably foreseeable, within three days after the date the proposer first had reason to believe that a delay could occur as a result of the cause. The foregoing shall constitute the proposer's sole remedy or excuse with respect to delays. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be assessed against the District. The proposer shall not be entitled to an increase in the contract price or payment of any kind from the District for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. **Awarded proposer should meet the following Service Level Agreement (SLA). Credits for all SLAs for a calendar month shall not exceed the total monthly charge for that site.**

Service response should be within one (1) hour of outage, with service restored within two (2) access hours during the 6:00 AM to 5:00 PM workday, and within four (4) non-business and generally accepted holiday hours. Access to some sites may be restricted and will be addressed with the awarded proposer. New service installations should occur within ten (10) working days of initial order requests. All repairs of the WAN services connections shall be the sole responsibility of the awarded vendor.

- 6.1 Any cluster or remote site with network availability below 99.999% in any given month, twenty-four (24) hours per day, seven (7) days per week, the District may assess one (1) day of credit toward the monthly charge for that location, not to exceed the monthly charge for that site.
- 6.2 Network outages for any fifteen (15) minutes of continuous unavailability at any site based on an event that has occurred, the District should receive one (1) day of credit toward the monthly charge for any site, not to exceed the total monthly charge for that site.
- 6.3 Network outages **greater** than fifteen (15) minutes of continuous unavailability at any site based upon events that may occur, i.e., continuous breach of time, the District should receive one (1) day of credit toward the monthly charge for **each cumulative hour** of network unavailability for that remote site, not to exceed the total monthly charge for that site.
- 6.4 Network outages at any of the District's cluster sites should be less than two (2) hours per fiscal year. Any outages of fifteen (15) minutes or more of continuous unavailability occurring at any cluster site, the District should receive one (1) day of credit toward the monthly charge for that site, not to exceed the monthly charge for that site. If the total outages for any one (1) fiscal year

SPECIAL CONDITIONS

DETAILED SPECIFICATIONS (continued):

SERVICE LEVEL AGREEMENT (continued):

(July 1 through June 30) exceeds four (4) hours for all clusters combined, then the District should receive one (1) month's credit for the lowest monthly cost cluster site to appear on the next billing cycle. No credits issued for network outages should exceed the monthly charge for any site.

- 6.5 Any disruption of service to any site should be reported to the district within fifteen (15) minutes of determination. Status up-dates should be provided hourly until service is fully restored.
- 6.6 Bandwidth increases should occur within ten (10) business days of the original order and within two (2) business days under special request by the District/designee.
- 6.7 Awarded vendor should continuously monitor the performance of the network to ensure that minimum bandwidths are being provided. The awarded vendor shall submit with their monthly invoice monthly performance reports showing the performance levels of the network. These monthly reports shall be for each connection to include: Network latency, packet loss, error conditions, service interruptions, and bandwidth availability.
- 6.8 Network latency, defined as the time taken for an IP packet to traverse between any of the remote sites and its cluster site roundtrip, should be guaranteed not to exceed 30 ms. The roundtrip from adjacent clusters should be guaranteed not to exceed 15 ms. In the event the performance level is not met during any one (1) calendar month, the awarded vendor should provide one (1) day of credit per occurrence toward the monthly charge for that site/cluster, not to exceed the total monthly charge for that site.
- 6.9 Packet loss, defined as the percentage of packets that are dropped between clusters and/or any cluster and its remote site, should not exceed five percent (5%) during any one month. In the event this occurs during any one (1) calendar month, the awarded vendor should provide one (1) day of credit toward the monthly charge for that circuit, not to exceed the total monthly charges for that circuit.
7. **QUALITY OF SERVICE:** Awarded vendor must provide the ability for the District to manage Quality of Service (QOS) on protocols, by location, services, etc. Any changes to QOS should be made within four (4) business hours after notification.
 - 7.1 Proposer must be able to recognize and prioritize different levels of QOS through the WAN. This will include voice, video and data packets. Requests will include 802.1p class of service at Layer 2, or type of service DSCP at Layer 3.
 - 7.2 District employees must be provided with the tools, software and appropriate security information to allow enough access into awarded proposer's network equipment to allow the District to monitor the condition of the network. Awarded proposer must provide real time access to network status, bandwidth, latency, error conditions, and topology for all segments of the network and a method to verify network performance that is agreed upon by both parties.
 - 7.3 Proposer must provide their methods for error and connectivity monitoring for detecting faults, anomalies and degradations. e.g., Remote Terminal Units (RTUs) or Optical Time Domain Reflectometer (OTDR) surveillance.
 - 7.4 A minimum of seventy-five percent (75%) of the total bandwidth site to site must be allocated for real time use in your network design.

SPECIAL CONDITIONS

DETAILED SPECIFICATIONS (continued):

QUALITY OF SERVICE (continued):

- 7.5 The effective network throughput must be no less than eighty percent (80%) of the proposed bandwidth.
 - 7.6 Proposer should provide a minimum of three (3) months notification of product/service changes in writing and work with the District to test new hardware and/or services prior to implementation. Proposer should identify how changes in their level of service are conveyed and provide adequate notification to the District to ensure the new/revised/up-dated capabilities do not create service level interruptions.
 - 7.7 Awarded proposer must provide a full-time project manager and a project management services team at no additional cost to the District to manage the transition of the network for the duration of the project until all exception items are dealt with after the cut-over of this project. If for any reason, a situation arises of conflict or dispute with the project manager, it will be at the discretion of the District/designee to request a change of the assigned project manager. The project manager's responsibilities will include, but not be limited to: performance and oversight, day-to-day operations, communication on progress of the project, escalation of issues, work stoppages, support implementation and project control and administrative activities. The District will be responsible for issuing all disconnect orders with the existing carrier upon successful service establishment by the newly awarded proposer. Initially, weekly meetings will be scheduled with the awarded proposer, his representatives and the District/designee. Frequency of the meetings may change as the project progresses.
 - 7.8 Proposer should provide service at all sites seven (7) days per week, twenty-four (24) hours per day, unless otherwise scheduled downtimes for network up-grades or maintenance had been agreed upon. Proposer should coordinate with the District any planned service changes and is required to provide at least a minimum of two (2) business days notification. If the awarded proposer's service is restored by temporary means, permanent repairs must be completed within forty-eight (48) hours of the notified outage/equipment failure or notification of when permanent solutions will be in place.
 - 7.9 Proposer must provide a trouble ticket system that will include:
 - 7.9.1 A toll-free telephone number to report problems.
 - 7.9.2 Web interface for tracking and reporting problems.
 - 7.9.3 A unique identifier must be assigned to all trouble incidences and to all requested services for tracking purposes.
 - 7.10 Proposer should exhaust what services can be performed remotely, then dispatch support services for maintenance on its infrastructure equipment. Proposer's support staff should be on site within two (2) business hours and/or within four (4) non-business hours to address any quality issues or service calls.
 - 7.11 The awarded proposer must provide to the District a current up-to-date and accurate **contact list and escalation procedure** to guarantee prompt service for the successful resolution of service issues, throughout the contract period.
8. **PROTOCOLS:** The current architecture of the LAN Networks within the district uses private 10.x.x.x IP address pools that are divided into sub-nets representing each campus. The 2nd octet represents the cost

SPECIAL CONDITIONS

DETAILED SPECIFICATIONS (continued):

QUALITY OF SERVICE (continued):

center number (Class B per site). The 3rd octet would be the VLAN in which that network resides. The District also uses 172.16.x.x and 192.1268.x.x with the 3rd octet representing the VLAN as stated above. In most cases the District uses a Class C subnet mask.

- 8.1 The configuration and current allocations will be presented and reviewed with the selected proposer during the Setup and Configuration phase. For reference, Attachment "A" presents the IP address pools. The District has a stringent IP assignment. Any modifications to the IP assignment must be documented and approved by the Technology Services Department.
- 8.2 The District uses and requires Native IP and Native IPX protocols across the WAN.
- 8.3 In addition to the IP and the IPX protocol, the District utilizes EIGRP routing protocol across the WAN for router management. All proposed solutions must be able to continue to support IP, IPX and EIGRP protocols.
9. **MINIMUM PROJECT REQUIREMENTS:** All pricing specified should reflect the minimum guaranteed speed rates. The capacity specifications used must represent the minimum guaranteed speed of the service being offered through the proposer's network.
 - 9.1 All services being proposed should be in "General Availability" by July 1, 2007.
 - 9.2 **Proposers shall submit detailed written Scopes of Work by Facility for all sites.** Indicate in your Scope of Work any additional physical construction above and beyond what is currently there. For example, proposer must provide a list of sites where you might need to install cable or fiber and your proposed method of installation, i.e. overhead, trenching, conduit, etc.
 - 9.3 **Proposers are to provide a complete network diagram of the proposer's regional network, the infrastructure including location and number of nodes for the proposed interconnection and transport services, and details of the physical redundancy paths between the clusters.** Any HVAC, power or other utility considerations required by the proposer must be specified in the proposal. Any additional equipment space requirements for each site (if any) that you may need to provide the requested services will also need to be indicated in your Scope of Work.
 - 9.4 Vendor must bring service in from the road to the SDOC facility MDF location **buried** with the following exception: Wireless antennas cannot penetrate the building roof structures owned by the District. However, antennas may be able to be attached to the side of the building.
10. **LOCAL/PHYSICAL PRESENCE:** Awarded proposer must maintain a repair facility within Osceola County for dispatch service, equipment and materials in order to repair and meet the service level and quality of service requirements as stated in this RFP for the proposer's network.
11. **MINIMUM PROPOSER QUALIFICATIONS:** The proper functioning of the equipment is critical. Reliable, competent installation and maintenance is essential. The District requires the following minimum proposer qualifications:
 - 11.1 Proposer should have been in the business of maintenance and repair of communications equipment of this type for a minimum of five (5) years.

SPECIAL CONDITIONS

DETAILED SPECIFICATIONS (continued):

MINIMUM PROPOSER QUALIFICATIONS (continued):

- 11.2 Proposer shall have technical and test equipment capable of performing all tests required in maintaining communications equipment in proper working order
- 11.3 Proposer's ability to integrate all of the requested criteria into a successful, fully functioning system.
- 11.4 Proposer's documented successful experience in the communications industry providing services for a project that is similar in scope and size to that of School District of Osceola County.
- 11.5 Proposer's ability to complete the expected contract term in full compliance with this RFP and the resulting contract agreement.
12. **MINIMUM EMPLOYEE QUALIFICATIONS:** Awarded proposer's employees assigned to this project must meet the guidelines outlined in the Work Record Certification Form, included in this RFP. **This form is to be submitted with your RFP response (see page 25).**
13. **SITE VISITS:** Each site listed (see Attachment "A") is for the purpose of identifying each facility throughout Osceola County to be serviced. Prior to submittal of your proposal, it is strongly recommended that each proposer visit all sites to familiarize themselves with each location. Site visits can be scheduled if needed and coordinated with Charles Brooks, Senior Buyer, between October 12 through and including October 22, 2006.
14. **ACCESS HOURS:** Normal business hours are Monday – Friday as defined below. Overtime hours will consist of all other hours not listed below, including weekends and holidays designated by the District.

Administration Offices:	8:00 A.M. – 5:00 P.M.
Elementary Schools:	7:30 A.M. – 3:00 P.M.
Facilities Operations & Maintenance:	8:00 A.M. – 3:00 P.M.
Middle/High Schools:	8:00 A.M. – 4:00 P.M.
Transportation:	6:00 A.M. – 5:00 P.M.
Warehouse:	7:30 A.M. – 3:30 P.M.

NOTE:

Direct all questions concerning RFP specifications, issues and/or technical requirements to the Purchasing Department contact listed below:

RFP CONTACT PERSON:

Charles Brooks, Senior Buyer
Purchasing Department
School District of Osceola County, FL
817 Bill Beck Boulevard, Building 2000
KISSIMMEE, FL 34744-4495
Facsimile: (407) 870-4616
Telephone: (407) 870-4023
E-mail: brooksc@Osceola.k12.fl.us

SPECIAL CONDITIONS

PROPOSER'S RESPONSE LAYOUT GUIDELINES:

1. **SCOPE OF WORK STATEMENT:** Proposers must provide a detailed Scope of Work statement for each site. Please state where you need to install cable or fiber and your proposed method of installation, i.e. overhead, trenching, conduit, etc. Any HVAC, power or other utility considerations required by the proposer must be specified in the proposal. Any additional equipment space requirements for each site (if any) that you may need to provide the requested services will also need to be indicated in your response submittal.
2. **PRICING STRUCTURE:** Proposers are asked to submit flat monthly pricing for each location as indicated on the RFP Response Forms for individual locations. Section 3 of the Response Forms is "optional" and proposers are not required to submit a response to this section in order to be considered for award.
3. **RESPONSIVENESS:** *Proposers shall caution themselves not to omit other documentation that the District is requiring to be submitted with your response to this RFP, in addition to completing the pricing worksheets that have been provided to assist with pricing.*
4. **SECTION 1: APPLIES TO THE THREE (3) CORE SITES:** Harmony High School, District Office, and Poinciana High School. Proposers are to:

RESPONSE FORM: SECTION 1 – CLUSTER SITE LOCATIONS – PRICING SHEET: List your flat monthly rate for **TWO** connections at 200 Mbps, 1 Gbps and 10 Gbps for each core site. Proposers are to indicate pricing for 1 through 5 years.
5. **SECTION 2: APPLIES TO THE REMOTE SITES:** Locations of each remote site are shown on the RFP Response Forms.

RESPONSE FORM: SECTION 2 – REMOTE SITES – PRICING SHEETS: List your flat monthly rate for a single 10 Mbps, 100 Mbps and 1 Gbps for each remote site.

NOTE: Any additional monthly cost to connect remote sites to clusters (if any) must be included in remote site monthly fee.
6. **SECTION 3 – "OPTIONAL" EMPLOYEE BROADBAND SERVICES DISCOUNT PROGRAM:** **This section will not be considered as part of the evaluation process.** Approximately 1,000 employees work from home to access district data on a regular basis, however, the District has approximately 8,500 employees in total who might potentially wish to use this service. Indicate the fixed percentage discount off current residential customer rates your company is willing to offer to school district employees for personal broadband Internet Services, including installation, monthly service fees, equipment rentals, etc. Submit a copy of your residential rate schedule with your RFP response. Suggested services to include: E-mail – e-mail accounts, portal access for web e-mail, e-mail to be filtered for viruses and SPAM and Broadband connection – minimum 128kbps upstream and 1.5mbps downstream.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY
817 BILL BECK BOULEVARD
KISSIMMEE, FLORIDA 34744-4495

RFP #SDOC-07-036-CB
DATE: OCTOBER 10, 2006
PURCHASE OF WIDE AREA
NETWORK INSTALLATION
AND SERVICES

SPECIAL CONDITIONS

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

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

PLEASE PRINT INFORMATION BELOW:

Company Name

Address

City/State/Zip

Telephone

Fax

FEIN

E-Rate Contact Name/Title

E-Rate Contact E-mail Address

E-Rate Telephone

E-Rate Fax

E-Rate Spin Number

Signature of Owner or Authorized Officer/Agent - Provide Title

PROVIDE THE FOLLOWING:

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

State of Florida Registered Telecommunications Common Carrier No.: _____

SPECIAL CONDITIONS

WORK RECORD CERTIFICATION

By checking the boxes below, proposer has agreed and certifies that all employees assigned to work on this project will meet the following criteria.

Check	Item	Proposer Certifies that:
<input type="checkbox"/>	1	Employees will be <u>18 years of age</u> or older and can meet the physical standards to perform work assigned.
<input type="checkbox"/>	2	Employees assigned are <u>legally allowed</u> to work in the U.S. in accordance with immigration policy.
<input type="checkbox"/>	3	Employees have had sufficient training and are capable of doing the work.
<input type="checkbox"/>	4	Employees will wear ID badges at all times while on School District property.
<input type="checkbox"/>	5	Employees shall be prohibited from any interaction between themselves and the student population.
<input type="checkbox"/>	7	Employees will dress appropriately, use proper language, and exhibit professional behavior while on school grounds.
<input type="checkbox"/>	8	All of our schools are smoke free. Smoking on school grounds is strictly prohibited. In accordance with the District's "Drug Free Workplace General Policy", employees shall not possess or be under the influence of alcohol, drugs, or any illegal substances while on District property.
<input type="checkbox"/>	9	Break areas are restricted to designated spaces within the building. Designated areas for proposer's personnel are to be used for lunch breaks. Office areas in all buildings are off-limits for designated break periods. The District's representative(s) will identify to the proposer the exact locations in each building where breaks can be taken.
<input type="checkbox"/>	10	The proposer shall prohibit their employees from disturbing papers on desks, opening desk drawers or cabinets, or using the telephone or other office equipment.
<input type="checkbox"/>	11	The proposer shall require their employees to comply with the instructions pertaining to conduct and building regulations issued by District personnel, such as building managers, guards, inspectors, etc.
<input type="checkbox"/>	12	Employees may not solicit, distribute or sell products while on District property.
<input type="checkbox"/>	13	Employees shall adhere to all safety and security requirements of the District. Employees shall sign in and out at each site visited.
<input type="checkbox"/>	14	If mandated by Florida Statutes, awarded proposer's employees may be required to be fingerprinted and drug tested pursuant to Florida law.

By signing below, the responding proposer hereby certifies that the proposer and its employees assigned to this Project, do not possess criminal records and are, or will be, in compliance with the District's standards for employment as set forth by the District of Education.

 PROPOSER

 SIGNATURE

	RESPONSE FORM: SECTION 1 - CORE SITE LOCATIONS - PRICING SHEET		
	PHYSICALLY DIVERSE REDUNDANT PATHS		
	YEARS 1 THROUGH 5		
	Flat Monthly Fee for 2 - 200 Mbps connections	Flat Monthly Fee for 2 - 1 Gbps connections	Flat Monthly Fee for 2 - 10 Gbps connections
CORE SITES (3)			
Harmony High School 3601 Arthur J Gallagher Blvd St Cloud, FL 34771	\$	\$	\$
District Adm. Complex 817 Bill Beck Blvd Kissimmee, FL 34744	\$	\$	\$
Poinciana High School 2300 South Poinciana Blvd Kissimmee, FL 34758	\$	\$	\$
GRAND TOTALS - ALL 3 CORE SITES - YEARS 1 THROUGH 5:	\$	\$	\$

NOTE: ANY ADDITIONAL MONTHLY COSTS TO CONNECT REMOTE SITES TO CORE SITES (if any) MUST BE INCLUDED IN REMOTE SITE MONTHLY FEE.

RESPONSE FORM: SECTION 2 - REMOTE SITES - PRICING SHEETS			
High School Remote Sites	YEARS 1 THROUGH 5		
	Flat Monthly Fee for		
	10 Mbps	100 Mbps	1 Gbps
Celebration High	\$	\$	\$
Osceola Education Center	\$	\$	\$
Osceola High	\$	\$	\$
St Cloud High	\$	\$	\$
Technical Education Center of Osceola Professional & Technical High School	\$	\$	\$
TOTAL - HIGH SCHOOL REMOTE SITES - (5 sites)	\$	\$	\$

Middle School Remote Sites	YEARS 1 THROUGH 5		
	Flat Monthly Fee for		
	10 Mbps	100 Mbps	1 Gbps
Denn John Middle	\$	\$	\$
Horizon Middle	\$	\$	\$
Kissimmee Middle	\$	\$	\$
Neptune Middle	\$	\$	\$
Parkway Middle	\$	\$	\$
St Cloud Middle	\$	\$	\$
TOTAL - MIDDLE SCHOOL REMOTE SITES - (6 sites)	\$	\$	\$

ANY ADDITIONAL MONTHLY COST TO CONNECT REMOTE SITES TO CLUSTERS (if any) MUST BE INCLUDED IN REMOTE SITE MONTHLY FEE.

RESPONSE FORM: SECTION 2 - REMOTE SITES - PRICING SHEETS			
Intermediate School Remote Sites	YEARS 1 THROUGH 5		
	Flat Monthly Fee for		
	10 Mbps	100 Mbps	1 Gbps
Discovery Intermediate	\$	\$	\$
Narcoossee Intermediate	\$	\$	\$
TOTAL - INTERMEDIATE SCHOOL REMOTE SITES - (2 sites)	\$	\$	\$

Elementary School Remote Sites	YEARS 1 THROUGH 5		
	Flat Monthly Fee for		
	10 Mbps	100 Mbps	1 Gbps
Boggy Creek Elementary	\$	\$	\$
Celebration K8	\$	\$	\$
Central Ave Elementary	\$	\$	\$
Chestnut Elementary	\$	\$	\$
Cypress Elementary	\$	\$	\$
Deerwood Elementary	\$	\$	\$
Hickory Tree Elementary	\$	\$	\$
Highlands Elementary	\$	\$	\$

ANY ADDITIONAL MONTHLY COST TO CONNECT REMOTE SITES TO CLUSTERS (if any) MUST BE INCLUDED IN REMOTE SITE MONTHLY FEE.

RESPONSE FORM: SECTION 2 - REMOTE SITES - PRICING SHEETS CONTINUED			
Elementary School Remote Sites Continued	YEARS 1 THROUGH 5		
	Flat Monthly Fee for		
	10 Mbps	100 Mbps	1 Gbps
Kissimmee Elementary	\$	\$	\$
Lakeview Elementary	\$	\$	\$
Michigan Avenue Elementary	\$	\$	\$
Mill Creek Elementary	\$	\$	\$
Partin Settlement Elementary	\$	\$	\$
Pleasant Hill Elementary	\$	\$	\$
Poinciana Elementary	\$	\$	\$
Reedy Creek Elementary	\$	\$	\$
St Cloud Elementary	\$	\$	\$
Sunrise Elementary	\$	\$	\$
Thacker Elementary	\$	\$	\$
Ventura Elementary	\$	\$	\$
TOTAL - ELEMENTARY SCHOOL REMOTE SITES - (20 sites)	\$	\$	\$

ANY ADDITIONAL MONTHLY COST TO CONNECT REMOTE SITES TO CLUSTERS (if any) MUST BE INCLUDED IN REMOTE SITE MONTHLY FEE.

RESPONSE FORM: SECTION 2 - REMOTE SITES - PRICING SHEETS			
Alternative Education Remote Sites	YEARS 1 THROUGH 5		
	Flat Monthly Fee for		
	10 Mbps	100 Mbps	1 Gbps
Adolescent Residential Campus	\$	\$	\$
Adult Learning Center of Osceola	\$	\$	\$
Curriculum Annex	\$	\$	\$
Juvenile Detention Center			
Maintenance	\$	\$	\$
New Beginnings Educational Complex	\$	\$	\$
Osceola County School of the Arts	\$	\$	\$
Ross Jeffereies Educational Complex	\$	\$	\$
Transportation	\$	\$	\$
Vision Center	\$	\$	\$
TOTAL - ALTERNATIVE EDUCATIONAL REMOTE SITES - (10 sites)	\$	\$	\$

ANY ADDITIONAL MONTHLY COST TO CONNECT REMOTE SITES TO CLUSTERS (if any) MUST BE INCLUDED IN REMOTE SITE MONTHLY FEE.

PROPOSER

DATE

RESPONSE FORM: SECTION 3 - "OPTIONAL"

<p>SECTION 3:</p>	<p>Approximately 1,000 employees work from home to access district data on a regular basis. However, the district has approximately 8,500 employees in total who may potentially wish to use this service. Indicate the fixed percentage discount off current residential customer rates your company is willing to offer to School District employees for personal broadband internet services, including installation, monthly service fees, equipment rentals, etc. <u>Suggested services to include:</u> Email - email accounts, portal access for web email, email to be filtered for viruses and SPAM. Broadband Connection - Minimum 128 Kbps upstream and 1.5 Mbps downstream. Submit a copy of your residential rate schedule with your RFP response.</p>	<p>**OPTIONAL** THIS SECTION IS NOT SUBJECT TO EVALUATION</p> <p>EMPLOYEE BROADBAND SERVICES DISCOUNT PROGRAM</p> <p>Monthly Discount Rate _____%</p> <p>Installation Discount _____%</p>
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PROPOSER: _____

DATE: _____

IP Address	Facility	Street	City	Zip	Phone	WAN Router	WAN Core
10.00.x.x						7204	
10.01.x.x	District Office	817 Bill Beck Blvd	Kissimmee	34744	(407)870-4600	7204	6513
10.03.x.x	Poinciana High	2300 S. Poinciana Blvd	Kissimmee	34758	(407) 870-4860	3825	6509
10.04.x.x	Osceola High	420 S. Thacker Ave	Kissimmee	34741	(407) 518-5400	3825	6509
10.05.x.x	St Cloud Middle	1975 Michigan Ave	St Cloud	34769	(407) 891-3200	3825	6509
10.06.x.x	Horizon Middle	2020 Ham Brown Road	Kissimmee	34746	(407) 943-7240	3825	4006
10.07.x.x	Michigan Avenue Elementary	2015 S. Michigan Ave	St Cloud	34769	(407) 891-3140	MC3810	3550-12G
10.08.x.x	St Cloud High	2000 Bulldog Lane	St Cloud	34769	(407) 891-3100	3825	6509
10.09.x.x	Kissimmee Middle	2410 Dyer Blvd	Kissimmee	34741	(407) 870-0857	3825	4507
10.11.x.x	Boggy Creek Elementary	810 Florida Parkway	Kissimmee	34743	(407)344-5060	3825	6509
10.12.x.x	Ross Jeffries Complex	1200 Vermont Ave	St Cloud	34769	(407) 891-3160	MC3810	3550-12G
10.13.x.x	Mill Creek Elementary	1700 Mill Slough Rd	Kissimmee	34744	(407) 935-3660	2620XM	3550-12G
10.14.x.x	Thacker Elementary	301 Thacker Ave	Kissimmee	34741	(407) 935-3540	3640	6509
10.15.x.x	Technical Education Center / Professional & Technical High School	501 Simpson Road	Kissimmee	34744	(407) 344-5080	3825	6509
10.16.x.x	Denn John Middle	2001 Denn John Lane	Kissimmee	34744	(407) 935-3560	3825	6509
10.17.x.x	Discovery Intermediate	5350 San Miguel Road	Kissimmee	34758	(407) 343-7300	3640	6509
10.18.x.x	Neptune Middle	2727 Neptune Road	Kissimmee	34744	(407) 935-3500	3825	6509
10.19.x.x	Parkway Middle	857 Florida Parkway	Kissimmee	34743	(407) 344-7000	2620	4507
10.20.x.x	Reedy Creek Elementary	5100 Eagles Trail	Kissimmee	34758	(407) 935-3580	3825	6009
10.21.x.x	Hickory Tree Elementary	2355 Old Hickory Tree Rd	St Cloud	34772	(407)891-3120	MC3810	6509
10.22.x.x	Lakeview Elementary	2900 5th Street	St Cloud	34769	(407) 891-3220	3825	3550-12G
10.23.x.x	Ventura Elementary	275 Waters Edge Dr	Kissimmee	34743	(407) 344-5040	2620XM	3550-12G
10.24.x.x	Deerwood Elementary	3701 Marigold Ave	Kissimmee	34758	(407)870-2400	3825	3550-12G
10.25.x.x	Cypress Elementary	2251 Lakeside Dr	Kissimmee	34744	(407)344-5006	2620	3550-12G
10.26.x.x	Central Ave Elementary	500 W Columbia Ave	Kissimmee	34741	(407)343-7332	3825	6513E
10.27.x.x	Highlands Elementary	800 W Donegan Ave	Kissimmee	34741	(407)935-3620	3825	6509
10.28.x.x	Pleasant Hill Elementary	1253 Pleasant Hill Rd	Kissimmee	34746	(407) 935-3700	2620XM	3550-12G
10.29.x.x	New Beginnings Educational Complex	2320 New Beginnings Rd	Kissimmee	34744	(407) 344-5010	3825	6509
10.30.x.x	Transportation	401 Simpson Road	Kissimmee	34744	(407) 518-4540	3640	3524XL
10.32.x.x	Narcoossee Intermediate	2700 N Narcoossee Rd	St Cloud	34771	(407) 891-6600	6509	6509
10.33.x.x	Kissimmee Elementary	3700 W Donegan Ave	Kissimmee	34741	(407) 935-3640	3745	4507R
10.34.x.x	Adolescent Residential Campus	5970 S Orange Blossom Tr	Intercession City	33848	(407) 846-5294	MC3810	N/A
10.37.x.x	Juvenile Detention Center	2330 New Beginnings Rd	Kissimmee	34744	(407)943-3055	MC3810	N/A
10.38.x.x	Curriculum Annex	1022 Virginia Ave	St Cloud	34769	(407) 870-4934	2650XM	3524XL
10.39.x.x	Osceola Education Center	2218 E IBMH	Kissimmee	34744	(407) 846-3976	3825	4006
10.43.x.x	Poinciana Elementary	4201 Rhododendron Ave	Kissimmee	34758	(407) 343-4500	3825	3550-12G
10.44.x.x	Partin Settlement Elementary	2434 Remington Blvd	Kissimmee	34744	(407) 518-2000	2620	3550-12G

THE SCHOOL DISTRICT OF OSCEOLA COUNTY

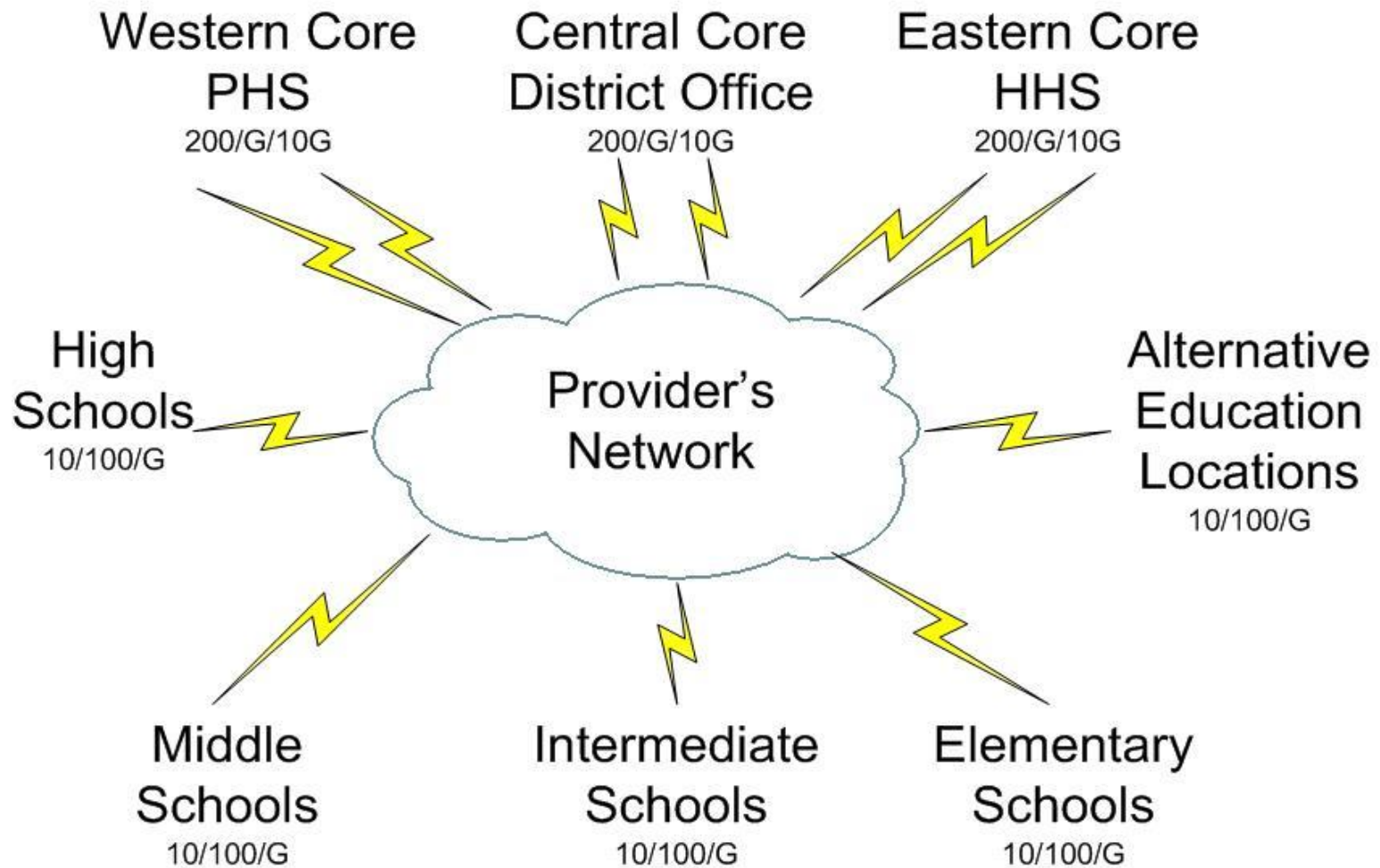
“ATTACHMENT A”

RFP # SDOC-07-036-CB

10.45.x.x	Adult Learning Center of Osceola	705 Simpson Rd	Kissimmee	34744	(407) 518-8140	3640	3550-24MMF
10.47.x.x	Osceola School for the Arts	3151 N. Orange Blossom Tr	Kissimmee	34744	(407) 931-4803	2620	3550-12G
10.49.x.x	Maintenance	2540 Old Dixie Hwy	Kissimmee	34744	(407) 935-3740	3640	N/A
10.50.x.x	Celebration High	1809 Celebration Blvd	Celebration	34747	(321) 939-6600	3661	6509
10.51.x.x	Celebration K8	510 Campus St	Celebration	34747	(407) 566-2300	3825	6509
10.53.x.x	Vision Center	3279 S John Young Pkwy	Kissimmee	34746	(407) 931-2574	MC3810	N/A
10.55.x.x	Harmony High	3601 Arthur J Gallagher Blvd	St Cloud	34771	(407) 933-9900	3745	6509
10.57.x.x	Chestnut Elementary	4300 Chestnut Street	Kissimmee	34759	(407)870-4864	3825	3750-48PS EMI
10.58.x.x	Sunrise Elementary	1925 Ham Brown Road	Kissimmee	34746	(407) 870-4866	3825	3750-48PS EMI
10.59.x.x	St Cloud Elementary	2701 Corporate Campus Way	St Cloud	34769	(407) 891-3160	3825	3750-48PS EMI

Conceptual Network Topography

(Drawing contains a combination of proposed circuit speeds)
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

RFP #SDOC-07-036-CB

RFP 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.