

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

Purchasing/Property Records/Warehouse

817 Bill Beck Boulevard, Building 2000 • Kissimmee • Florida 34744-4495

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SCHOOL BOARD MEMBERS

- District 1 – Jay Wheeler
407-390-0505
- District 2 – Julius Melendez
407-922-5113
- District 3 – Cindy Lou Hartig
407-832-3999
- District 4 – David Stone, Vice Chair
407-933-2700
- District 5 – John McKay, Chair
407-957-4056



Superintendent of Schools
Michael A. Grego, Ed.D.

April 23, 2009

EXCLUSIVE PROVIDER OF COMPUTERS & VALUE ADDED SERVICES FOR THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

RFP # SDOC-09-P-091 CB

Addendum # 3

This addendum is being issued to clarify and/or answer any questions regarding the subject RFP.

Question:

Regarding the **Proposal Form, page 34 of 53**; Which Tab should respondents place the completed Proposal Form?

Answer:

Please include it in Tab 13.

Question:

Regarding **Paragraph 2.02 Award Term**; states in part "that the award term is a five (5) year term agreement with no option for renewal". However in Paragraph 3.38 Contract/Respondent Relationship, it states "Any contract awarded as a result of this RFP shall it states begin on or about July 7, 2009 and continue through July 6, 2012. A renewal period of one (1) two year term will be allowed upon mutual consent of the School Board and the awarded respondent.

What is the term of the contract five (5) years with no option for renewal or three (3) years with one two-year renewal?

Answer:

The term as stated in **Paragraph 2.02 Award Term** is correct. Disregard the term as stated in Paragraph 3.38, it is incorrect.

Question:

Are server, application, and Desktop virtualization services considered as part of this project?

Answer:

No, these services are not a part of this project.

Question:

Is there an interest to extend existing hardware life, via virtualization services, instead of spending money on new hardware?

Answer:

No.

Student Achievement – Our Number One Priority

Districtwide Accreditation by the Southern Association of Colleges and Schools

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An Equal Opportunity Agency

Question:

Is there an interest for assistance with Economic Stimulus grant writing?

Answer:

No.

Question:

For services pricing, would the School District provide the estimate breakdown of Desktops, Notebook, Tablet, Netbook and monitors to be purchased?

Answer:

This list cannot be provided at this time as there are variables that must be considered, such as:

1. The number of schools being opened.
2. The computer to student ratio.
3. Types of computers being used in the classroom.

Please refer to **Paragraph 1.03, Page 5 of 53**, which states **“The District has purchased computers, laptops and tablets in the amount of \$23,000,000.00 over the past three years and is projecting expenditures to exceed \$25 million to \$35 million over the life of the resultant contract”**.

Question:

Will the desktop purchase include monitors with the system?

Answer:

Yes, for the desktops only.

Question:

Will notebooks or tablets purchases include monitors with the system?

Answer:

If you are referring to an external monitor, the answer is no.

Question:

Regarding buyback programs for old outdated equipment of various manufacturers, - Are these legacy systems leased or purchased?

Answer:

They are all owned by the District, as we do not lease computers at this time.

Question:

In 2.03 what does configure, test, start-up mean? Can the customer provide an installation script or a description of these terms?

Answer:

Yes, the successful respondent will be provided with an installation script and the terms are stated throughout Attachment “I”.

Question:

According to the point allocation in the RFP, pricing represents 10% of the award criteria. Is this accurate?

Answer:

No, it is not. The value given is a weighted value.

Question:

It appears that the hardware specs were written for a specific hardware vendor. Dell believes that certain specification requirements provided by the School District, such as 1066 MHz on for desktop pc memory, limit the District’s ability to evaluate comparable computing systems at a similar value / cost level. This specification drives vendors toward a higher-end offer, costing the District money. Would the School District consider changing some of the specifications to more open standards?

Answer:

No, the specifications as stated are the minimum specifications that the District will accept.

Question:

For the "Desktop PC Performance Model", a 300 watt power supply is listed. In our experience a 280 watt power supply is more than sufficient for your type of environment. Would a high quality 280 watt power supply be acceptable?

Answer:

No, it is not.

Question:

Would a fork lift be available at the shipping destination of a large order of equipment?

Answer:

No school or department in the District has a loading dock or forklift. The only destination that has a loading dock and forklift is the central warehouse at 817 Bill Beck Blvd., Kissimmee, FL 34744.

Question:

If the shipping destination is different from the eventual setup location of the equipment would the school district transport the equipment before our technicians would provide installation services?

Answer:

This will depend on the requirements at the time of the order and will be addressed during the contract negotiation.

Questions:

Would the school system provide a dumpster for packaging materials when we are providing setup services?

Answer:

No, not for new school build outs. You may be able to use existing dumpsters on existing campuses.

Question:

Is there a minimum # of systems that installation services would be requested for at 1 time?

Answer:

We are looking for installation services for larger deliveries; however there may be times when it may entail only one or two units.

Question:

For large installations would night and weekend access be possible?

Answer:

Yes, depending on the circumstances.

Question:

Are we going to be supporting all desktop and portable computers in the District or just the new machines?

Answer:

The successful respondent will support only the new machines.

Question:

Who, in general, will be authorized to call for service of the equipment? We need to know how many points of contact are going to be allowed.

Answer:

All District locations have a Technical Support contact. The District has approximately sixty (60) Technical Support positions.

Question:

Who is responsible for the data on the computers?

Answer:

The end user and the successful respondent are responsible.

Question:

Do you want the service provider to cover accidental damage such as liquid spills, dropped or vandalized equipment?

Answer:

This item is optional and will be considered during submittal evaluations and contract negotiations.

Question:

When you talk about "imaging" are you referring to the logo and background "wall paper" or are you talking about the actual System image including all application software and supporting files?

Answer:

The actual System image or base image will include all application software and supporting files.

Question:

What type of training is desired?

Answer:

Technical training that is specific to your system.

Question:

Approximately how many people will need or desire training?

Answer:

There may be approximately sixty (60) or seventy (70) people at any given time, or as few as ten (10) at a time.

Question:

Can training be accomplished in the schools using an existing classroom or conference room, or is it desirable to be off-site?

Answer:

Training may be conducted in an existing classroom or conference room.

Question:

What is meant by "Signing Bonus" and how are you thinking it would be distributed or presented back to the District?

Answer:

A signing bonus can be financial incentive which could be presented in the form of a rebate check and or a grant.

Question:

Is there a central warehouse where the equipment will be shipped or does it ship directly to the school?

Answer:

This will depend on the requirements of the end user.

Question:

Would the District purchase a "set" of computers for each school as a "hot spare" for quick replacement purposes?

Answer:

No, not at this time.

Question:

How many schools is the District planning to build over the next 5 years?

Answer:

The District has been opening two (2) to three (3) new schools a year. This may change due to budget changes.

Question:

Do we have to do any entering of info into the BIOS?

Answer:

Please see "**Attachment "I"**".

Question:

What is included in the Operation Check?

- a. Log on to network?
- b. Load any updates?
- c. Load any Software?

Answer:

Yes, all may be required.

Question:

Do we have to move the computers to locations in the school or will all the boxes be next to where they need to be sent up?

Answer:

Yes, the successful respondent will be required to move the machines to where they will be installed.

Question:

If we have to move the computers will there be working elevators in the school at the time of the install?

Answer:

Yes.

Question:

On desktops do we need to install the speaker bar on the monitor and put in place?

Answer:

Yes, we expect to have a fully operational system upon completion of the install.

Question:

Will the installer be responsible for dressing all wire? If so will the school district set on computers as an example to be followed?

Answer:

Yes, to both questions.

Question:

In order to offer the best value to SDOC, and in the interest of conservation, can we combine proposals for multiple manufacturer solutions into the same response?

Answer:

The District will entertain submittals representing a single or multiple manufacturers.

Question:

Regarding the Installation Worksheet: Line 11 Distribute units to their setup location. Will we be able to use the school hand trucks or will we have to supply our own?

Answer:

You will need to supply your own equipment.

Question:

Regarding the Laptops worksheet: #23 can you change the "Laptop Power User Model" spec sheet to read the same as the Tablet spec sheet in the Media Port Configuration (Should both say "Media Card Reader" instead of "4 in 1 Smart Card Reader"?)

Answer:

Yes, change it to "Media Card Reader".

Question:

Regarding the Laptops worksheet: #24 are pointing device and track pad necessary if we have a keyboard and mouse?).

Answer:

If you are referring to an external or separate keyboard and mouse, the answer is no.

Question:

In all three PC specs (laptop, tablet, and netbook), the District requests a **battery replacement program** for the life of the warranty. There are different types of battery warranties so we need to get more details on this. Do you want to be able to replace a battery once a year or 1 for the full 5 years, etc.? what are your expectations from this warranty?

Answer:

If the battery fails any time during the warranty period of the machine, we would like to have the battery replaced.

Question:

Regarding the OS Tablet and Laptop: on the operating system for the tablet and laptop, the District says they want "Windows Vista Business (32 bit) – downgrade able to MS Windows XP Professional SP3 or most current version". Does this mean that they want the **unit to come imaged with XP or Vista on it**? Not sure if downgrade able means pre-imaged with XP or not.

Answer:

Yes, we want the machines to come in pre-imaged with MS Windows XP Professional SP3 from the District provided image.

Question:

Warranty Pricing: where in the response would you like us to put the warranty price (if there is a preference)? Do you want the price itemized out in the "Warranty" line or included in the unit price?

Answer:

Please refer to **Paragraph 2.04.12 on Page 7 of 53**.

Question:

The addenda that came out included a new installations charges sheet. The first one was very clear that the district wanted pricing for each PC type individually. Now it appears that the district would like a single price for each PC type (Desktop, laptop, netbook). Also, the charges sheet looks like you want pricing for each individual step of the installation requirements. Can you help me understand that installation sheet a little better?

Answer:

The District is asking for a single price for installation. We realize there are both hidden (soft) and obvious (hard) charges involved in the installation process and are not expecting you to cost out each and every step of the installation process.

Question:

How many locations are involved?

If multiple locations, please provide estimate of volumes by location.

If multiple locations involved, are they all in the same general area (within 10 mile radius).

Answer:

Please refer to **Paragraph 1.02 on Page 5 of 53**. This information details the number of schools in the District. In addition, three new schools will be opened during August 2009. Volume estimates are not available.

Question:

Is the plan for this engagement 1) a roll out over time or 2) a single shipment or 3) a concentrated number of shipments in a very short duration?

If a roll out over time, please provide an estimate of volumes and schedule.

What is your expected first shipment target timeframe?

Answer:

Please refer to **Page 32 of 53**, the **NOTE**, which states for three (3) new schools and gives a time table for each school. As stated in **Paragraph 2.02 Award Term, Page 6 of 53**, this is to be a five (5) year contract with an estimated value of \$35 million.

Question:

Standard Service Delivery hours are Monday to Friday, 9-5. Do you require any special hours for the service to be performed?

Answer:

Please refer to **Paragraph 2.06 ON-SITE WARRANTY RESPONSE TIME, Page 7 of 53**, for the Districts operating hours and days. This information is also available on the District's web site.

Question:

Is there a staging area for each location or just a central area in building(s) with secured area?
Will the staging area be large enough to accommodate the delivery, storage, inventory and un-boxing/preparation of new equipment, and the storage/palletizing and removal of old equipment?

Answer:

Yes, there will be a staging area and it will be large enough to accommodate all stages of the process.

Question:

Will there be issues with Lenovo shipping multiple laptops in bulk "multi-packs"? The "multi-packs" would be used to reduce dunnage and disposal costs.

Answer:

This will be fine as long as each delivery is shipped to its designated delivery site. The District does not want multiple locations shipped as one delivery.

Question:

Do you have peripherals that need to be installed?
Do those peripherals include Smart Phone, PDAs, Blackberry, Scanners, MPS or any other product that requires being synch-ed with the PC?

Answer:

Yes, an installation may include any or all of the above.

Question:

Asset Tag required, if so who will install?

Answer:

Yes, the successful respondent will install.

Question:

What do you plan to do with existing equipment? 1) Disposal 2) Donation 3) Return to lessor 4) Recycle
5) Residual value revenue sharing?

Answer:

Any of or all of these options may apply.

Question:

What is the existing equipment (Mfgr, DT or LT, any other info available) and estimated quantity? Will this include any peripherals and if so, what and estimated quantity?

Answer:

The District has a variety of manufacturer's equipment in use and it may or may not include peripherals.

Question:

If you are not decided on what to do with existing equipment, will moving product to a centralized location at your site work for you?

Answer:

Yes.

Question:

Do you require migration of any data from existing equipment?

If data migration is required, how large is the data (1GB, 2GB, etc.)

Will the data migration be done "in place" at the individual workstations or can it be done in services work area where multiple systems can be worked at the same time?

Answer:

The District may or may not require data migration, which may take place on site. If so, the size of the data will vary.

Question:

If a services work area is going to be used, will there be adequate work bench space, electrical outlets and if required, network ports and access?

Answer:

Yes.

Question:

If your network or servers will be used for the data migration, will there be adequate network bandwidth to allow for multiple systems at one time?

Answer:

Yes.

Question:

Will the customer be providing scripts and/or instructions as to what data is to be migrated?

Answer:

Yes.

Question:

Does the migration include migration of email and/or archived files?

Answer:

No, it does not.

Question:

Will there be personal settings (PC Personality) to be migrated?

Answer:

Yes.

Question:

Will the end user be provided with any instructions regarding where data should be filed on existing system for an organized and consistent migration process?

Will the migration team be provided with individual logins or a single administrator login and password?

Answer:

Yes, to both questions.

Question:

Does the existing equipment require a data wipe of any kind? If yes, what level of wipe are you looking for...3X, 7X, simple single wipe, D.O.D. level? If yes, can the date wipe be done off site or must it be onsite?

Answer:

Yes, it can be performed off site with a certificate that the drive has been destroyed.

Question:

If so, how large is the image and what types of image are to be loaded? What media will the image be provided in (CDs, Network, out of box, etc.)? Will the image require input of any settings or other information and If so, will a script be provided?

Answer:

The image is approximately 3 to 4 GB and will be provided out of the box. It will require inputting settings and there will not be a script provided.

Question:

Disposal:

What is the physical location of the equipment (city and state)?

What are the volumes by location?

Does the disposal requirement include monitors, and if so, size, manufacturer and machine type are needed (to determine lead content and EPA regulations for disposal)?

Does the requirement include any other peripherals?

Answer:

All machines which may or may not be disposed of are in Osceola County, Florida and there is not a predetermined number of machines that may be disposed of and peripherals may or may not be included.

Insert:

Insert the attachment labeled **ATTACHMENT "H"** into the basic RFP document.

NOTE: There are no other changes.

The RFP opening date and time, April 30, 2009 at 2:00 p.m. and location will remain the same as stated in the original RFP documents.

If you have any questions regarding this Addendum please feel free to contact Charles Brooks, Senior Buyer by phone at (407) 870-4023 or by fax at (407) 870-4616 or by email at brooksc@osceola.k12.fl.us

This Addendum #3 is hereby made an integral part of the original RFP and all Respondents shall consider this addendum as part of the original Request For Proposal RFP 09-P-091 CB.

RETURN ACKNOWLEDGEMENT WITH THE BID BY 2:00 P.M., 04/30/09

ACKNOWLEDGMENT

This Addendum #3 to RFP 09-P-091 CB, Exclusive Provider of Computers & Value Added Services for the School District of Osceola County, Florida has been received and is fully understood.

Company: _____ Date: _____

Address: _____ Zip Code: _____

E-mail address: _____

Phone: _____ Fax: _____

Signature: _____

ATTACHMENT "H"

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2009, between THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA ("School Board"), a body corporate and political subdivision of the State of Florida, with an office at 817 Bill Beck Boulevard, Kissimmee, Florida 34744, and _____ ("Seller"), a _____ corporation, with an office at _____.

WHEREAS, Seller sells computer products and services to large purchasers and desires to sell to School Board those products described in Schedule A hereto ("Products"), and School Board desires to purchase the Products on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties to this Agreement and the mutual benefit that inures to both the parties and to the public, the parties agree as follows:

1.0 *Recitals.* The recitals in the WHEREAS clauses above are incorporated by reference and made a part of this Agreement.

2.0 *Agreement.* The agreement between the parties shall consist of this Agreement, and the following which shall be incorporated in this Agreement: the General Conditions, Scope of Services (Section 2.0) and Special Terms & Conditions (Section 3.0) of Request for Proposal #SDOC 09-P-091 CB, Work Orders and Purchase Orders issued by the School Board pursuant to the Agreement, and Seller’s Proposal Form in response to the Request for Proposal. In case of conflict or ambiguity, the documents referred to and incorporated herein shall be construed in the following order of precedence, with the first listed being the highest order of precedence and descending in order thereafter:

This Agreement and any Addenda or Amendment thereto

General Conditions, Scope of Services and Special Terms and Conditions, RFP #SDOC 09-P-091 CB

Purchase Order

Seller’s Proposal Form

3.0 PURCHASE AND SALE

3.1 *School Board*

Seller agrees to sell and School Board agrees to purchase the Products on the terms and conditions of this Agreement.

4.0 PRODUCTS AND SERVICES

4.1 *Products.* Products to be purchased are set forth on Schedule A hereto and incorporated herein by reference ("Products"). Additional Products may be included in Schedule A by mutual written agreement.

4.2 *Services.* Seller shall provide related Product services on the terms and conditions set forth on Schedule B hereto and incorporated herein by reference ("Services"). Services may be performed by third party subcontractors or vendors, provided that Seller shall remain primarily obligated therefor. Additional Services may be included by mutual written agreement.

4.3 *Software.* Seller hereby grants School Board a nonexclusive, nontransferable and perpetual license to use Seller's software that is delivered pursuant to any Order. The software so licensed shall include in its meaning any improvements, additions, or modifications of the version or versions of the software which Seller has licensed to School Board to use.

4.4 *Product Buy Back.* Seller shall establish a program whereby Seller shall purchase computers and computer-related equipment, regardless of manufacturer, distributor or retailer, owned by School Board on the date of this Agreement. Payment may be made by the issuance of credits on then current or future invoices. Such program shall be documented and attached to this Agreement as Schedule C.

4.5 *Value Added Services.* As an integral and important part of this Agreement, Seller shall provide the Value Added Services set forth in Schedule D to this Agreement.

5.0 ORDERS AND DELIVERY

5.1 *Purchase Orders.* School Board shall order Products and Services using School Board's standard purchase order forms ("Orders"). Orders shall specify Product quantities, Services required, shipping instructions and delivery date(s).

5.2 *Shipment.* All orders must be delivered F.O.B. to the School District of Osceola County, Florida in Kissimmee, Florida (or to another location as agreed in writing by the School Board) with the costs of shipping to be incurred by the Seller. Title to the goods shall remain with the Seller until the School Board accepts the goods. Risk of loss and/or damage is the Seller's until the goods are physically delivered to the School District and accepted as conforming to the agreed upon specifications and requirements. This provision is subject to the following paragraph, *Inspection, Installation, and Latent Defects.*

5.3 *Inspection, Installation, and Latent Defects.* Notwithstanding any provision in the Agreement to the contrary, the School Board shall have 30 days from first use or installation of any purchased Product in which to determine the suitability and conformance of the product to the agreed upon specifications and requirements. This provision shall not apply to latent defects which could not be discovered upon reasonable inspection or usage within the 30-day period. In the event of latent defects, the School Board reserves all rights it may have had at law to seek rescission, damages, and other available remedies upon discovery of a latent defect in the Product or Products. In the event a defect is discovered during the 30-day inspection period, the School Board has the right to notify the Seller and have the Product picked up at the expense of the Seller. The School Board will have no financial obligation to the Seller on account of the item or Product returned and the Agreement with respect to the item or Product returned shall be deemed canceled. If the Product or item is something that must be installed before it is useful to the School Board, the obligation of the School Board to pay for such item shall not begin until such time as the item is installed and operating in accordance with the agreed upon specifications and requirements during the 30-day inspection period.

6.0 PRICES AND PAYMENT TERMS

6.1 *Products and Services.* The prices chargeable to School Board for Products and Services purchased hereunder are set forth in Schedules A and B hereto, respectively.

6.2 *Transportation/Shipping.* All prices set forth in this Agreement are inclusive of transportation and shipping costs.

6.4 *Payment Terms.* Payment shall be made pursuant to the provisions of the Local Government Prompt Payment Act.

6.5 *No Lien or Security Interest in School Board Property.* This Agreement shall not operate to create a lien or security interest in any asset of the School Board or the School District. Property which is being sold or leased to the School Board is not subject to a lien or security interest by the Seller or any third party.

7.0 WARRANTIES

7.1 *Manufacturers' Warranties.* School Board shall be entitled to all applicable manufacturers' warranties, subject to their terms and enforceability. Seller shall provide or obtain Manufacturers' warranty service and repairs for Products delivered to Seller or its designee without charge to School Board. Warranty services and on-site warranty service and repairs will be made in accordance with the terms and conditions set forth in Schedule B hereto.

7.2 *Transfer.* Warranties are transferable by SDOC to another party for the remainder of the warranty period subject to Seller license transfer policies and any assignment restrictions.

7.3 *Delivery Date.* Warranties begin on the date of delivery, or on the date of installation if installed by Seller.

7.4 *Software.* With respect to any software sold or licensed pursuant to RFP #SDOC 09-P-091 CB, Seller warrants that on the acceptance date the software furnished hereunder shall be free from significant programming errors and from defects in workmanship and materials and shall operate and conform to the performance capabilities, specifications, functions and other descriptions and standards applicable thereto. Seller warrants that it has full power and authority to grant the rights granted by this Agreement to School Board with respect to any and all software furnished by Seller without the consent of any other person; and that the license to and use by School Board of the software will not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other rights of any third party.

8.0 TERM AND TERMINATION

8.1 *Term* The term of the Agreement shall commence on _____, 2009 and shall continue for a period of five years, expiring on _____, 2014. The Seller's services shall be automatically extended for the purpose of completing any projects that have been commenced during the term of this Agreement utilizing the Seller's forces.

8.2 *Termination for Convenience.* The School Board, by written notice to the Seller, may terminate the Agreement in whole or in part when the School Board determines in its sole discretion that it is in the School Board's interest to do so. The Seller shall not furnish any product or service after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Seller shall not be entitled to recover any cancellation charges or lost profits.

8.3 *Termination for Cause.* The School Board may terminate the Agreement if the Seller fails to (1) deliver the product or services within the time specified in the Agreement or any extension, (2) maintain adequate progress, thus endangering performance of the Agreement, (3) honor any term of the Agreement, or (4) abide by any statutory, regulatory, or licensing requirement. The Seller shall continue work on any work not terminated. Except for defaults of subcontractors or vendors at any tier, the Seller shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Seller. If the failure to perform is caused by the default of a subcontractor or vendor at any tier, and if the cause of the default is completely beyond the control of both the Seller and the subcontractor or vendor, and without the fault or negligence of either, the Seller shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Seller to meet the required

delivery schedule. If, after termination, it is determined that the Seller was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the School Board. The rights and remedies of the School Board in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Either party may terminate this Agreement for failure of the other party to substantially perform in accordance with the requirements of the Agreement through no fault of the party initiating the termination.

8.4 *Multiyear Agreements; Non-Appropriation of Funds.* The School Board's performance and obligation to pay is contingent upon an annual appropriation by the School Board. The School Board is a political subdivision of Florida and may cancel the Agreement in the event of non-appropriation of funds, within its governmental discretion. In the event the School Board declares there is a nonappropriation of funds for the purpose of funding payments under the Agreement, then the School Board shall cooperate by paying for services rendered by Seller which are reasonably acceptable to the School Board and which were performed prior to the date of non-appropriation. No other consequence will be suffered by the School Board.

8.5 *Financial Condition.* This Agreement shall automatically terminate immediately upon the occurrence of any of the following events: (i) a receiver is appointed for Seller or its property; (ii) Seller makes, or attempts to make, an assignment for the benefit of its creditors; (iii) any proceedings are commenced by or for Seller under any bankruptcy, insolvency, or debtor's relief law and such proceedings are not set aside within thirty (30) days following their filing; and/or (iv) Seller liquidates or dissolves or makes a good faith attempt to liquidate or dissolve.

9.0 FORCE MAJEURE

Seller shall not be liable for a delay in performing its obligations under this Agreement if such delay is caused by anything beyond Seller's reasonable control, including, but not limited to, strike, riot, war, government regulations, flood, or any other unforeseeable event.

10.0 RELATIONSHIP OF THE PARTIES

Seller is an independent Seller to School Board under this Agreement. Neither party shall have the authority to bind or obligate the other. Nothing stated in this Agreement shall be construed as making Seller and School Board partners, or as creating the relationship of employer and employee, master and servant, franchisor and franchisee, or principal and agent between them.

11.0 SELLER STATUS

Seller is an independent business and has no power, right, or ability to bind, contract, or represent, or act as an agent, legal representative, joint venturer, partner, or employee of its parent, affiliates, or subsidiaries, if any, and they shall not be deemed to be parties nor obligated under this Agreement.

12.0 ASSIGNMENT

This Agreement may not be assigned by Seller in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Seller, without the prior written consent of School Board, which consent School Board may withhold in its sole discretion. Any purported assignment in violation of this paragraph shall be void.

13.0 WAIVER AND SEVERABILITY

The waiver of any default under this Agreement shall not waive subsequent defaults of the same or different kind. In the event that any of the provisions of this Agreement prove to be invalid, void, illegal, or unenforceable, that shall in no way affect, impair, or invalidate any other provision, and all other provisions of this Agreement shall remain in full force and effect. Failure by either party to object to provisions expressed in any communication from one to the other shall not be deemed a waiver of any provision of this Agreement. To the extent that the provisions

of any communication from one party to the other conflict with the terms and conditions hereof, this Agreement shall govern. Acceptance of the terms and conditions of this Agreement afforded by Seller is expressly conditioned upon the terms of this Agreement.

14.0 NOTICES

14.1 All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, by (i) personal delivery or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice by other methods provided herein shall be deemed to be given on the date of receipt. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

If to School Board:	Superintendent School District of Osceola County, Florida 817 Bill Beck Boulevard Kissimmee, FL 34744
Telecopy:	(407) 870-4010

If to Seller:

Telecopy:

By giving the other party at least 15 days written notice, each party shall have the right to change its address and specify as its new address any other address in the United States of America.

14.2 *Verbal Notice.* Nothing contained herein shall justify or excuse failure to give verbal notice for the purpose of informing the other party when appropriate, but such verbal notice shall not satisfy the requirement of written notice provided above.

15.0 INSURANCE AND INDEMNIFICATION.

Seller shall, through the performance of its services pursuant to this Agreement, maintain and provide to School Board within 10 days after the date of this Agreement a certificate of insurance proving it has the following described insurance coverages:

15.1 Professional liability insurance (including coverage for the Schedule of Fees and Services to be performed under this Agreement), for protection from negligent acts, errors, and omissions of Seller from or in connection with the performance of Seller’s services. Seller must maintain a comprehensive liability policy, including errors and omissions coverage, issued to Seller as the insured. Said policy shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of Seller in a minimum amount of \$1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best’s Key Rating Guide, has (1) a rating classification of either “A-,” “A,” or “A+,” and (2) a financial size category rating of Class IV or higher.

15.2 Commercial general liability insurance (including broad form contractual coverage), with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 per annual aggregate liability for protection from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Seller's services hereunder or from or out of any act or omission of Seller, its subcontractors, and their officers, directors, agents, and employees.

15.3 Automobile liability insurance with minimum limits of \$1,000,000.00 per occurrence and \$1,000,000.00 per annual aggregate liability.

15.4 Workers' compensation insurance as required by applicable Florida law, or employer's liability insurance with respect to any employee not covered by workers' compensation with minimum limits of \$1,000,000.00 per accident.

15.5 All such insurance required in paragraph 15 shall be with companies and on forms acceptable to School Board, shall name School Board, School Board's representatives, and its agents, employees, and assigns as additional insured, except as otherwise provided by law. The policies shall provide that the coverage may not be reduced or canceled unless 30 days' prior written notice is furnished to School Board. Certificates of insurance and copies of all policies shall be furnished to School Board within 10 calendar days of the date of this Agreement. In the event of any cancellation or reduction of coverage, Seller shall obtain substitute coverage as required hereunder, without any lapse of coverage to School Board whatsoever.

15.6 Seller will provide to School Board, within 10 calendar days after the date of this Agreement, (1) the original of the policy evidencing the existence of such insurance coverage, if requested by School Board, which School Board shall copy and return to Seller within 7 days, (2) proof acceptable to School Board that the premium for such policy for a period ending no earlier than 6 months after the date of this Agreement has been paid in full by Seller, and (3) a certificate of the insurer addressed to School Board evidencing the existence of such insurance coverage. Seller will promptly renew, will keep and maintain in full force and effect, and will pay all premiums becoming due on said policy of insurance, and without request or demand Seller will promptly provide proof thereof to School Board. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Seller agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after construction of Continuing Service Projects is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Seller for all times subsequent to the date of this Agreement.

15.7 Seller shall defend (if required by School Board), indemnify and hold School Board, School Board's representatives, its agents, employees, and assigns each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of any negligent act or omission of Seller, its sub Sellers, and their officers, directors, agents, or employees, any failure of Seller to perform its services hereunder in accordance with generally accepted professional standards, any material breach of Seller's representations as set forth in this Agreement or any other failure of Seller to comply with the obligations on its part to be performed hereunder. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

16.0 Representations. Seller hereby represents to School Board that:

16.1 It has the experience and skill to perform the services required to be performed by this Agreement.

16.2 It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession or trade; it being understood that School Board may at any time require Seller to

remove, and Seller shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of School Board is unfit for the proper performance of his/her duties.

16.3 It shall comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements in effect during the term of this Agreement, and shall, if requested by School Board, provide certification of compliance with all registration and licensing requirements.

16.4 It shall perform said services in accordance with generally accepted professional and industry standards in the most expeditious and economical manner, and to the extent consistent with the best interests of School Board.

16.5 It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

16.6 The work product of Seller shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from School Board and such other person.

16.7 To the best of Seller's knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal condition, that would in any way prohibit, restrain or diminish the Seller's ability to satisfy its obligations under this Agreement.

17.0 STUDENT CONFIDENTIALITY.

The parties agree that any information which is personally identifying to a student or students is confidential. In the event the Seller becomes aware of or becomes privy to any student identifying information as a necessary result of its performance of the Contract, the Seller shall maintain that information as confidential and shall not provide the information to any other person or publish the information in any respect. The Seller has reviewed the provisions of section 228.093, Florida Statutes, as it relates to student confidentiality, and agrees to be bound by those provisions.

18.0 Conduct While on School Property.

The Seller 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 the Contract for any agent or employee of the Seller to behave in a manner which is inconsistent with good conduct or decorum or to behave in a manner to disrupt the educational program or constitute any level of threat to safety, health, and well being of any student or employee of the School Board. The Seller agrees to immediately remove any agent or employee if directed to do so by the premises administrator (or designee).

19.0 NO TAXES.

The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of the Contract.

20.0 NO WAIVER OF WARRANTIES AND LEGAL RIGHTS

Nothing in the Contract shall shorten any applicable statute of limitations. Further, nothing in the Contract shall constitute a limitation or waiver of any express or implied warranty nor a limitation or waiver of any legal right the School Board may have against the other parties on account of any defect of any product which is sold to the School Board. Without limitation, the School Board reserves the right to all implied warranties, including those

warranties for merchantability and fitness for the intended uses and purposes for which the item was purchased. By entering into the Contract and this Addendum with the School Board, the Seller acknowledges that he, she, or it has inspected the circumstances, equipment and other infrastructure of the School District and has become familiarized with all purposes for which the product will be used and certifies that the product will be comparable with existing systems within the School District and that no further expenditure or acquisition of services or products will be necessary in order to render the product being sold fit for its intended uses and purposes within the School District.

21.0 DISPUTE RESOLUTION, VENUE AND GOVERNING LAW.

Any dispute concerning performance of the Agreement shall be decided by School District's Director of Technology Services and Seller's _____, who shall attempt resolution within ten (10) calendar days. If after ten (10) calendar days from the first notice of the dispute, the dispute is not resolved by mutual agreement, the dispute will be referred to the School District's Superintendent or the Superintendent's designee who shall make a decision resolving the dispute and reduce it to writing to be served on the Seller in the manner given in this Agreement for providing notice within ten (10) calendar days after the dispute is referred. The decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt, the Seller files with the School Board a petition for mediation, which shall be conducted by a Florida certified civil mediator within 45 calendar days after the receipt of the petition. Without limiting the foregoing, the exclusive jurisdiction and venue of any legal or equitable action that arises out of or relates to the Agreement between School Board and Seller arising out of or in connection with this Agreement which cannot be amicably resolved by the parties shall be submitted to the Circuit Court in and for Osceola County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Osceola County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such courts, and they expressly waive the right to a jury trial. The School Board does not agree to arbitrate in any manner whatsoever any issue arising out of this Agreement. The School Board does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of this Agreement. The Agreement shall be governed by and construed under the laws of the state of Florida and the United States of America.

22.0 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.

23.0 LOBBYING AND INTEGRITY; RECORDS RETENTION.

23.1 The Seller shall not, in connection with this or any other agreement with the School Board directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any School Board or School District officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any School Board or School District officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

23.2 Access to and Retention of Documentation. The School Board, the Florida Department of Education, and the Auditor General, or any of their duly authorized representatives, and if federal funds are used in the payment of the fees or expenses hereunder, the applicable federal agency, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Seller which are directly pertinent to work and services to be performed under this Agreement for the purpose of

audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for the longer of (1) four years after the expiration of the Agreement or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>).

24.0 PUBLIC RECORDS LAW.

The Agreement is subject to and governed by the laws of the state of Florida which generally make public all records or other writings made or received by the parties. The parties agree to comply with the Public Records Law and Sunshine Law.

25.0 WAIVER.

No consent or waiver, express or implied, by either party to the Contract to or of any breach or default by another in the performance of any obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default by such party hereunder. Except as otherwise provided herein, failure on the part of any party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

26.0 CAPTIONS. The captions used for the Sections in the Contract and Addendum are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of the Contract and Addendum or any Article or Section thereof.

27.0 SEVERABILITY. In the event any of the foregoing provisions of the Contract or Addendum are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised herefrom, and the remainder of the Contract and Addendum will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party hereunder, such party may elect, at its option, to terminate the Contract in its entirety.

28.0 APPROVALS. Whenever any review or approval is required by any party hereunder, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.

29.0 FURTHER ASSURANCES. The parties hereto agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by either party to effectuate the terms and provisions of the Contract and Addendum and the transactions contemplated herein.

30.0 NO PARTNERSHIP OR JOINT VENTURE. It is understood and agreed that nothing contained in the Contract shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause either party to be responsible in any way for the debts and obligations of the other party.

31.0 PUBLIC ENTITY CRIME INFORMATION STATEMENT AND DEBARMENT

31.1 Public Entity Crime Information Statement Section 287.133(2)(a) of the Florida Statutes states: "A person or affiliate who has been placed on the convicted Seller list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Seller, 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 thirty-six (36) months from the date of being placed on the convicted Seller list.”

31.2 Debarment By signing this Agreement, Seller 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 a five-year period preceding the issuance of RFP #SDOC-09-P-091 CB 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 a five-year period preceding the issuance of RFP #SDOC-09-P-091 CB had one or more public transactions (federal, state or local) terminated for cause or default.

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

32.0 Background Check.

The Seller agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. If required by statute or School Board policy, this background screening will be conducted by the School Board in advance of the Seller or its personnel providing any services under the conditions described in the previous sentence. The Seller shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Seller and its personnel. The parties agree that the failure of the Seller to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Seller 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 Seller’s failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes. Seller shall require each of Seller’s subcontractor or vendors on the project to agree, in writing, to the provisions of this paragraph.

33.0 SCOPE AND MODIFICATION OF AGREEMENT

This Agreement constitutes the entire understanding of the parties concerning its subject matter. This Agreement supersedes all prior written or oral proposals or agreements between the parties pertaining to the subject matter hereof. Any modification to this Agreement must be in writing and signed by authorized representatives of Seller and School Board.

INTENDING TO BE BOUND, the parties have executed this Agreement as of the date first set forth above.

Seller: _____ THE School Board OF OSCEOLA
COUNTY, FLORIDA

By: _____ By: _____
Print name: _____ John McKay, Chairman

Duly authorized Attest: _____
Michael A. Grego, Ed. D.
Superintendent

Date: _____ Date Approved: _____

SCHEDULE A

PRODUCTS AND PRICES

Product Description	Price

1.0 Seller represents, warrants and covenants to School Board that, with respect to each of the Products, for a period of five (5) years from the date of sale of such Products, the Products will perform substantially in accordance with specifications described in user manuals, technical materials and related writings with respect to such Products, and further that such Products will achieve any function described in such writings.

2.0 Seller warrants and covenants that in all respects, the Products shall not infringe upon nor violate any patent, copyright, trade secret, trade name, or trademark or any other proprietary right of any person not a party to this Agreement. In the event that School Board receives a claim or notice of suit (hereinafter "Claim") alleging such infringement, School Board shall promptly notify Seller and give Seller information, nonmonetary assistance and authority to defend and/or settle such Claim. Seller shall then, at its sole expense and option (i) settle such claim, (ii) procure for School Board the right to sell such Product, (iii) replace or modify such Product to avoid infringement, (iv) remove the affected Product from School Board's inventory and grant School Board a credit or refund thereon, or (v) defend School Board against such Claim. Provided School Board has fully complied with the provisions of this Clause, Seller shall indemnify, defend, protect and hold harmless School Board from and against any and all costs, expenses, fees (including attorneys' fees) and liability arising from or in connection with such claim.

3.0 Seller shall establish an internet website dedicated solely to, and for access by, SDOC personnel so that such personnel may review all Products that are available under this Agreement. Such website shall have such information and features which in the reasonable judgment of SDOC's Director of Technology Services and Director of Purchasing are required by school-based personnel to make an informed ordering decision. Said website shall be fully operational and accessible to SDOC personnel within 30 calendar days after School Board's approval of this Agreement. The web site, at a minimum, shall have the following features: (i) Accessible using direct links from SDOC web site; (ii) Display price lists that reflect all eligible offerings at SDOC approved net prices as well as any additional products approved by SDOC's Purchasing Department and offered by Seller at a special price for the district; (iii) browsing and search capability for Products, technical specs, pictures of Product offerings, and pricing; (iv) Seller contact information to obtain a quote and obtain after-hours emergency information; and (v) instructions on returns.

4.0 Seller and School Board shall adopt procedures for the return of Products. Seller's proposal for such procedures shall be presented in writing for approval to the Director of Technology Services and Director of Purchasing at least two weeks before the date upon which this Agreement is scheduled for School Board approval. Upon approval by such Directors, the requirements of the procedures shall become an obligation of Seller hereunder.

5.0 If the quarterly point in time pricing data show as described in Section 6.2 of Schedule B to this Agreement that as a result of market driven changes to the State or WSCA contractual agreement, that the product pricing then offered by Seller is in excess of the then current State or WSCA Contract discounts, Seller will provide a revised price for future purchase of those products that is less than or equal to the lowest State or WSCA contracts price at that point in time. Any revised pricing will be valid for the referenced configuration. Notwithstanding the foregoing, if Seller at any time after the date of this Agreement, Seller is offering its Products to any other customer at a price that is less than the price under this Agreement, then, at such time such prices were made available to such Customer, Seller shall notify School Board and shall be deemed to have made an irrevocable offer of such price(s) to School Board which may be accepted by the Superintendent or the Superintendent's designee.

SCHEDULE B

SERVICES AND PRICES

1.0 INSTALLATION

1.1 Provision of Installation Services. Seller will provide Installation Services as specified in the Order, and following prices for services shall apply:

Description of Service	Price

1.2 Warranty of Installation. Seller warrants to School Board that Installation Services will be carried out in a professional and workmanlike manner by qualified Personnel and in accordance with the manufacturer’s documentation and industry standards. To the extent that Seller has not performed Installation Services in conformance with the above warranty, and Seller receives notice from School Board identifying the non-conformance during the warranty period, Seller will re-perform to School Board's reasonable satisfaction within one (1) business days after notice by School Board. If the non-conforming Installation Services are not performed to School Board's reasonable satisfaction after the one (1) business day period, School Board may cover with installation services from another provider or with School District employees, and either take a credit for the cost thereof from amounts owed Seller or invoice Seller for the cost which shall be paid within 30 days after invoice date.

2.0 WARRANTY

2.1 Seller shall provide a parts and labor, Next-Business-Day (NBD) warranty for all parts and labor for a period of five (5) years, with five (5) years of technical support included. The warranty services shall cover all parts of the Products including without limitation the processing unit (CPU), mouse, keyboard, monitor and speaker system and shall be performed in SDOC facilities. If warranty services are provided by Seller’s subcontractors, such subcontractors shall be approved by Seller in advance of the provision of any services. All service providers will be “certified” and “authorized” by the manufacturer of the Products to perform all aspects of warranty service/repairs and maintenance repairs as may be required. Seller shall perform the following Warranty services at the following prices:

Description of Service	Price

2.2 Any change in Seller’s subcontractors shall be approved in advance by School Board. Seller’s notice to School Board of such change, and request for approval, shall be made at least thirty (30) days prior to such anticipated change.

2.3 The Principal Period of Maintenance (PPM), for all computer goods will be from 7:30 a.m. to 4:30 p.m. (Eastern Time), Monday through Friday, excluding School District of Osceola County holidays. During the PPM, the Seller shall respond by telephone or e-mail within four (4) hours after notification from an authorized District representative of a problem for a desktop, laptop, tablet netbook and/or monitor. On-site hardware replacement/remediation is expected in all cases NBD after initial notification by the District representative to Seller.

2.4 Recurring Equipment Problems During Warranty

Recurring problems, which are defined as problems with a component in a component a total of three (3) times, with any component will result in a detailed review of the problem by the SDOC Technology Services Department. Once a solution is determined and implemented, if the problem reoccurs again, the device shall be replaced. The replacement device shall be either the same or an approved equivalent model, or the next highest approved model. This service shall be provided by the Seller at no additional charge within two (2) business days from notification by the District representative.

2.5 Warranty Escalation Process

Seller shall implement a Warranty Escalation Process in form and substance acceptable to Seller's Director of Technology Services. Seller's proposal for such process shall be presented for approval to the Director of Technology Services two weeks before the date upon which this Agreement is scheduled for School Board approval. Such process shall make provision for the involvement of technical personnel with superlative knowledge and skills within a structure that will provide superior results in a minimum amount of time. Upon approval, the requirements of the process shall become an obligation of Seller hereunder.

2.6 Seller warrants that replacement parts shall be readily available throughout the warranty period, including such things as motherboards, and audio cards, as an example, so that NBD response time is maintained. Seller shall install or replace parts as necessary to attain optimum performance. All such parts shall be new.

3.0 IMAGING

In the provisioning of new computers sold by Seller to School Board, Seller shall, at its facility, use disk imaging to quickly and efficiently clone the software environment of the reference system(s) prepared by SDOC personnel. In order for SDOC personnel to establish the reference system(s), upon request of the Director of Technology Services, Seller shall expeditiously provide such computers as designated by School Board to SDOC personnel so that SDOC personnel may develop and install the software environment on such computers. If requested by the Director of Technology Services, Seller shall provide assistance in development of image files. Seller shall prepare and provide a written proposal describing the process, procedure and chronology of image file development including without limitation quality control and verification steps and measures, which shall include without limitation any steps, if any, that the Director of Technology Services states will be completed by SDOC personnel. Seller's written proposal with regard thereto shall be presented for approval to the Director of Technology Services at least two weeks before the date upon which this Agreement is scheduled for School Board approval. Upon approval by the Director of Technology Services, such process, procedure and chronology shall become an obligation of Seller under this Agreement.

4.0 PROJECT COORDINATOR AND PROJECT MANAGERS

Seller will name and assign a qualified and trained Project Coordinator. For the outfitting of new-construction schools, Seller shall name and assign a Project Manager(s) to such schools. Process and procedures for coordination and interfacing between the Project Coordinator, Project Managers and SDOC personnel shall be proposed in writing by Seller to the Director of Technology Services at least two weeks before the date upon which this Agreement is scheduled for School Board approval. Upon approval, such process and procedures shall be an obligation of Seller under this Agreement.

5.0 WARRANTY SOLVENCY PLAN.

In order to ensure that Seller discharges its warranty obligations and provides warranty services throughout the duration of the applicable warranty, Seller shall submit a written proposal to SDOC's Chief Business and Finance Officer Products which are under warranty

6.0 QUARTERLY MEETING

6.1 *Quarterly Review Meetings*

Quarterly Review Meetings shall be conducted every quarter at facilities provided by SDOC. Such meetings shall be scheduled by Chief Information and Technology Officer by June 30 in each year for the following school year.

6.2 *Quarterly "Point In Time" Price Comparison*

As part of each quarterly meeting, Seller shall provide a point in time comparison of the contractual price for the Products on contract, to the price that would have resulted if the item(s) were purchased at the same point in time the contractual pricing was provided by Seller, under the State of Florida IT contract, or the State of Florida WSCA participating addendum. As prices on these contractual agreements change periodically, in response to market conditions, this quarterly price point comparison will result in an approximation of savings realized in lieu of comparison of each item at the time purchased and the list price available on either the State IT and WSCA agreements at that time. In the event that one of these reference agreements should cease to be available for comparison during the term of this Agreement, the parties will mutually agree on a replacement for comparison purposes.

6.2 *Quarterly Review Meeting Agenda*

The following "Quarterly Review Meeting Agenda" describes the responsibilities and timing associated with the Quarterly Review Meetings.

Quarterly Review Meeting Agenda

The Quarterly Review Meeting provides regular monitoring of products and services related to this Agreement. The minutes and reports of each meeting will be forwarded to the School Board for inclusion as an information item on the agenda. These records will include the following reports: Pricing analysis, Value Add activity, student/employee purchase program and Customer Service Survey ratings. The types of reports shall be determined by School Board.

The meetings will be scheduled by the Chief Information and Technology Officer Meeting notes and reports will be forwarded within two weeks after the meeting date. Members of the Quarterly Review Meeting include, District level representation from Purchasing, Technology Services, Information Services, school level representation from elementary, middle, high school, adult/technical and such other persons or entities related to the provision or use of products or services as the School Board shall determine. The set agenda is as follows:

1. Hardware/Software Review (one hour): Seller led discussion to include, without limitation changes in technology.
2. Pricing Analysis (15 minutes): Jointly led comparison of the contractual price for the products supplied under this Agreement to other state contracts and the Western States Contracting Alliance. Seller will provide the comparative data described in section 6.1 of Schedule B to the Agreement approximately 10 business days prior to the scheduled date of the Quarterly meeting.

3. Value Add Report (10 minutes): Jointly led highlights of significant activity with grants, scholarships, bonus points, credits and other value added services.
4. Satisfaction (10 minutes): Jointly led discussion on schools satisfaction with the shipping, receiving, installation of equipment, warranty work and repair, and relevant process items.
5. Seller Partners (30 minutes): Seller led presentations from third party Sellers or services providers, if any, involved in the Agreement
6. Other Business (30 minutes): Round table issues from members.

SCHEDULE C
SELLER'S BUYBACK PROGRAM

SCHEDULE D

VALUE ADDED SERVICES
IN SUPPORT OF STUDENTS AND EDUCATION
IN THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

[TO BE ADDED, AND TO INCLUDE AT A MINIMUM

Signing bonus

Training for administrators and staff at no additional cost

Rebates

Thresholds for additional rebates

Purchase incentives

Student purchase plan with discounts

Purchase plan for students/employee who are financially challenged

Outside (other entities) agency rebates

Employee purchase plan with discounts

Other creative ideas and suggestions]