



### Agenda Item Details

Meeting	Jan 27, 2025 - Regular Meeting
Category	7. Consent Agenda
Subject	7.15 Contract between The School Board of Okaloosa County, Florida, and TelaForce, LLC, for RFP 24-03 Information Technology Seat Management Outsourcing, presented by Eric Mitchell, Director of MIS and IT, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Preferred Date	Jan 27, 2025
Absolute Date	Jan 27, 2025
Fiscal Impact	Yes
Dollar Amount	9,400,000.00
Budgeted	Yes
Budget Source	Capital, General Fund, & School Food Service
Recommended Action	Motion to approve the IT Seat Management Outsourcing Agreement between The School Board of Okaloosa County, Florida, and TelaForce, LLC, to provide information technology seat management products and services, effective February 1, 2025, through January 31, 2030.

### Public Content

The School Board issued RFP 24-03 for Information Technology Seat Management services. On October 28, 2024, the Board approved the committee's recommendation to negotiate with the highest ranked respondent – TeleForce, LLC. Extensive negotiations and discussions resulted in TelaForce, LLC, providing information technology seat management products and services described in this Agreement.

For 20 years, the Okaloosa County School District has been an example of technology management provided using a Seat Management contract. This contract will continue the program that schools depend on to provide their computing needs. This comprehensive contract covers hardware, essential software, network, management, security, and other technological needs of all our schools and District offices.

While most of the changes from the previous contract are minor adjustments, there are two more significant changes.

1) Clear Touch support is now included in the contract. Support includes set up, installation, and maintenance. Help desk support will troubleshoot any problems teachers may have.

2) Mobile Learning will be a part of the Seat Management contract in the same way all other computer devices are managed. There are many benefits to this transition, but significantly it puts all IT support for hardware devices in one place.

This contract is a big step forward in how the District manages technology.

The initial term of this Agreement shall be February 1, 2025, through January 31, 2030. This Agreement may be renewed one (1) time for up to five (5) years upon written notice to TelaForce, LLC, at least 180 days prior to the end of the Initial Term of the Agreement.

Please contact Eric Mitchell for additional information, 689-7153.

[OCSD IT Seat Management Outsourcing Contract 2025\\_Final.pdf \(685 KB\)](#)

## **Administrative Content**

*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items have been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*

## **Motion & Voting**

Motion to approve the Consent Agenda and all of the Consent Agenda items as recommended by the Superintendent.

Motion by Linda Evanchyk, second by Brett Hinely.

Final Resolution: Motion Carries

Yes: Tim Bryant, Parker Destin, Linda Evanchyk, Brett Hinely, Lamar White

**THE SCHOOL BOARD OF OKALOOSA COUNTY**  
**IT Seat Management Outsourcing Agreement**

This IT Seat Management Outsourcing Agreement (the "*Agreement*") is made effective the 1st day of February 2025 (the "Effective Date"), by and between The School Board of Okaloosa County, Florida (hereinafter "School Board"), whose address is 202A Highway 85 N, Niceville, Florida 32578 and TelaForce, LLC. (hereinafter "TelaForce" or "Vendor"), a Delaware limited liability company, whose address is 4008 Legendary Drive, Suite 600, Destin, FL 32541.

**W I T N E S S E T H:**

**WHEREAS**, the School Board issued Request for Proposal number RFP 24-03, dated May 16, 2024, which is incorporated herein by reference for the provision of certain Information Technology Seat Management Outsourcing services, (the "*RFP*");

**WHEREAS**, in response to the RFP, TelaForce submitted its proposal, dated July 23, 2024 (the "*Proposal*"). TelaForce's proposal and Vendor response to all requirements such that it is binding as part of this Agreement, is incorporated herein by reference and as Attachment D – Vendor Requirements Response Matrix;

**WHEREAS**, based on the RFP and the Proposal, the School Board and TelaForce have engaged in extensive negotiations and discussions that have culminated in the formation of the relationship described in this Agreement; and

**WHEREAS**, TelaForce desires to provide to the School Board, and the School Board desires to obtain from TelaForce, the information technology seat management products and services described in this Agreement on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the agreements of the parties set forth below, the School Board and TelaForce agree as follows:

**ARTICLE 1. UNDERSTANDINGS AND EXPECTATIONS**

1.01 *Background; Purpose.* The School Board seeks to achieve multiple express purposes, including: (i) rapid infusion of new technology, (ii) improved IT services for teachers, students and the Okaloosa County School District ("District") staff, (iii) the reduction, leveling, and spreading of IT investments over time, and (iv) increase the quality of its programs.

1.02 *Engagement.* Subject to the terms and conditions of this Agreement, the School Board hereby engages TelaForce to provide the IT seat management outsourcing services, defined further as (a) Seat Management Services (seat managed, support managed), (b) Additional Services, and (c) Specialized Services, as defined and specified in this Agreement, and TelaForce hereby accepts such engagement.

1.03 *Existing Agreements Superseded.* The School Board and TelaForce agree that any and all provisions of any existing or former agreements or arrangements or proposals, written or oral, express or implied, by and between the parties hereto related to the seat management services described herein are hereby replaced and superseded in their entirety by this Agreement, including any attachments hereto.

1.04 *Ownership of Assets.* During the terms of this Agreement, or any extension thereof, the assets provided by TelaForce as Seat Management assets shall at all time be, and remain, the sole and exclusive property of TelaForce or its assigns, subject to the party's right under any applicable software license agreement. The School Board shall have no right, title or interest in the Assets, except as otherwise provided in this Agreement.

#### 1.05 *Definitions.*

"*Seat*" is a single user's ability to perform all task associated with computing and its output at expected performance levels while within the School Board's physical and virtual environment

"*Seat Management*" is an integrated approach to delivering end user computing services under a single offering. By integrating the end user services under a single offering, the School Board is able to reduce its Total Cost of Ownership, improve productivity, and return to doing what they do best, teaching students. As the name implies, the School Board will pay a fixed monthly lease price per Seat for the equipment and services they receive.

"*Support Managed*" Seat is the invoiced purchase of a Seat, for support services only, from TelaForce to the School Board under general operating funds or other fund types (school food funds, special revenue funds, etc.).

1.06 *Significant Business Changes.* In the event that the number of desktop, laptop or server seats increases or decreases by ten (10%) percent or more or as otherwise specifically addressed by the parties in this Agreement, the School Board and TelaForce shall negotiate and implement an equitable adjustment to the Seat Management Fees. For the purpose of computing the ten (10%) percent threshold, it is agreed that there are approximately 17,300 Chromebooks, 20,000 iPads, 4,900 laptops, and 930 desktop seats. The School Board shall share information with TelaForce to allow TelaForce to determine which resources will be required to meet the School Board's needs in this regard. TelaForce shall formulate a plan to accommodate the School Board's needs, without a disruption in service to the School Board, in a cost effective manner and submit such plan, including supporting justification for any adjustment to the Seat Management Fees to the School Board for review. The T&M rates in Attachment C hereto shall be used to develop the equitable adjustment mentioned above. Upon the School Board's acceptance of such plan in writing, TelaForce may adjust the Seat Management Fees accordingly. Failure to agree on an adjustment shall be a dispute under the Disputes clause of this Agreement.

## **ARTICLE 2. TERM AND EXTENSIONS**

2.01 *Initial Term.* The initial term of this Agreement shall commence on February 1, 2025 (the "Commencement Date") and shall expire on January 31, 2030 (the "Initial Term"), unless renewed in accordance with Section 2.02. This Agreement may also be terminated in accordance with the provisions of Article 16 and as outlined in section 2.03 below.

2.02 *Renewal Term.* Subject to the termination provisions of this Agreement, this Agreement may be renewed one time for up to five years (the "Renewal Term") provided the School Board gives written notice to TelaForce of its decision to renew the Agreement, at least one hundred eighty (180) days prior to the end of the Initial Term of this Agreement. Except as may be expressly provided otherwise in this Agreement, all of the other terms and conditions of this Agreement shall continue to apply without change during the Renewal Term.

*2.03 Funding or Legislation Mandate Termination.* In the event appropriated funds are determined to no longer exist or to be insufficient for purposes of fulfilling the School Board's obligations hereunder, or in the event of a relevant legislative mandate based on future federal, state, or local laws, the School Board may terminate this Agreement for its convenience by providing ninety (90) days written notice of termination to TelaForce. Notice of termination shall include a certification by the School Board of the unavailability or insufficiency of funding, or of the presence of a relevant legislative mandate, and such certification shall constitute an agreement by the School Board not to replace the services covered hereunder in whole or in part with any service obtained from a provider other than TelaForce before the earlier of the end of the calendar year following the year in which the notification of such certification is received by TelaForce or the date this Agreement expires on its own terms, whichever first occurs. The School Board shall be obligated for the payments defined in Article 16.

### **ARTICLE 3. TELAFORCE RESPONSIBILITIES**

*3.01 Statement of Work.* The services to be provided by TelaForce under this IT Seat Management Outsourcing Agreement are those as set forth in the Statement of Work attached hereto and made a part hereof as Attachment A.

*3.02 Acceptance of Transfer.* Under this Agreement, the School Board reserves the right to transfer and convey to TelaForce, and TelaForce will accept, the ownership obligations of the School Board technology assets, including both hardware and software, (in accordance with applicable laws). Such assets would be principally composed of the following: desktop workstations, laptops, iPads, interactive displays, and servers, to include monitors, keyboards, mice, operating systems, database software and other significant IT hardware and software as agreed upon by the parties. The parties agree that these transferred assets are then being provided to the School Board in accordance with the terms of this Agreement.

*3.03 Support of Network Devices.* In order to provide the District with continuity in its technology environment, the School Board requires that the concept of "Steady State" be preserved at the start of the contract. TelaForce agrees to support any device that is connected to the network and is seat managed or support managed. For assets other than seat managed seats, the School Board or individual schools may acquire additional services, specialized services, or managed seats (seat or support) under this Agreement.

*3.04 TelaForce Furnished Property.* Any furnishings, PCs, Mobile Devices, vehicles, supplies, and similar items for use by TelaForce personnel on-site are the exclusive responsibility of TelaForce.

*3.05 Technology Refresh.* TelaForce will refresh (replace and upgrade) the District technology infrastructure on an ongoing basis to avoid technological obsolescence. This includes desktops, servers, and supporting infrastructure equipment, as well as other information technology equipment. Throughout the duration of this contract, TelaForce will provide new systems in the same technological life cycle phase as those seats proposed as part of the initial refresh systems. TelaForce will provide major version upgrades to Operating Systems and Microsoft Office Suite with systems as part of the refresh cycle. Should the District desire major version upgrades to Operating Systems and Microsoft Office Suite for additional systems, TelaForce will provide these services as Additional Services as defined in Section 7.03 and can acquire such services as outlined in Section 7.03.

*3.06 Licenses and Permits; Compliance with Laws, Regulations, Policies and Contracts.* TelaForce is responsible for obtaining all licenses and permits, required by applicable legislative enactments, which TelaForce is required to have in order to perform its responsibilities hereunder and, except as otherwise agreed to in writing by the parties or as otherwise provided in this Agreement, has financial responsibility for all fees and taxes associated with such licenses and permits. TelaForce and its employees and agents shall additionally be responsible for complying with all applicable rules, regulations, policies and procedures of the School Board related to its performance under this Agreement, including all applicable federal and state laws, rules and regulations related to the provision of the seat management services.

*3.07 Changes in Law and Regulations.* As part of its seat management services, TelaForce shall identify the impact of changes in applicable legislative enactments on its ability to deliver the seat management services. TelaForce shall notify the School Board of such changes and shall work with the School Board to identify the impact of such changes on how the School Board uses the seat management services. The parties hereto shall promptly make any resulting modifications to this Agreement as reasonably necessary as a result of such changes. If such modifications relate to TelaForce's business or are necessary due to changes made by TelaForce (except as may have been requested by the School Board), TelaForce shall make such modifications at its own expense. If such modifications relate to the School Board's business or are necessary due to changes made or requested by the School Board, TelaForce shall make such modification at the School Board's expense. Subject to this Section, TelaForce shall be responsible for any fines and penalties imposed on TelaForce and the School Board arising from any noncompliance by TelaForce, its agents or subcontractors with the laws in respect of its delivery of the seat management services, unless caused by the School Board or its agents or subcontractors.

TelaForce will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, Clean Air Act (34 CFR 80.36(i)(12). Energy Efficiency (34 CFT 80.36(i)(13)). And the rules and regulations promulgated under these Acts. TelaForce agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

*3.08 Technical Architecture and Product Standards.* TelaForce shall comply with the School Board's information management, technical architecture, and product standards existing as of the date hereof and as may be modified by the School Board and TelaForce during the term of this Agreement and obtain the School Board's approval for any material deviation from such standards.

*3.09 Transition Plan.* Commencing on the Effective Date hereof, and ending on 10 days later, as part of the seat management services excluding the transition of iPad seat management and support for which transition activities will be mutually agreed upon by both parties. TelaForce shall provide to the School Board the transition services described in its transition plan (the "Transition Plan"), in accordance with the transition schedule set forth in the Transition Plan in the transition phase, and as may be mutually modified by the parties hereto, without causing a material disruption of the School Board's operations. The School Board's Vendor Relationship Manager ("VRM") and the TelaForce Program Manager shall meet regularly on a mutually agreeable schedule until

completion of the Transition Plan in order to review the status of the Transition Plan. The parties further agree that Service Level Agreements will take effect on the Commencement Date.

#### **ARTICLE 4. STAFFING REQUIREMENTS**

4.01 *Project Staff*. TelaForce shall provide sufficient staff of suitable training and skills to provide the services under this Agreement (the "Project Staff") as required to achieve the level of services as described in the Service Level Agreements. Additionally, TelaForce will provide sufficient staffing in direct support of schools as Level 1 technicians as described in the Statement of Work.

4.02 *Subcontractors*. Notwithstanding anything herein to the contrary, TelaForce remains solely and fully responsible for the performance of its duties under this Agreement. TelaForce shall act as the single point of contact responsible for managing all of the services specified in this Agreement. TelaForce may subcontract any of the services for which it is responsible under this Agreement. However, TelaForce shall itself perform no less than fifty-one (51%) percent of the services called for hereunder unless first acquiring the consent of the School Board. TelaForce hereby accepts responsibility for ensuring that all subcontractors who perform any of the services under this Agreement also comply with all the terms and conditions of this Agreement. TelaForce shall give the School Board prompt notice in writing of any claim, action or suit filed against TelaForce by any subcontractor, and prompt notice of any claim made against TelaForce or any subcontractor, which may result in litigation, related in any way to this Agreement. Notwithstanding any other provision in this section 4.02, TelaForce shall require all subcontractors to execute documents that bind the subcontractor to confidentiality and non-disclosure that are not less strict than the provisions of this Agreement. In such subcontracts, TelaForce shall reserve for itself the right to terminate the subcontract in the event that a subcontractor representative breaches the requirements of section 3.1.1.6 of the Statement of Work ("SOW"). TelaForce shall remain liable to the School Board for obligations or responsibilities of subcontractors. TelaForce will be responsible for all compensation and other charges due to subcontractors.

4.03 *Conduct of TelaForce Personnel*. While at School Board locations, TelaForce's personnel, agents and subcontractors shall comply with reasonable requests, standard rules, policies and regulations of the School Board that are communicated to TelaForce regarding personal and professional conduct (including the wearing of an identification badge) and adhering to School Board regulations and general safety and security practices or procedures. Further, TelaForce agrees that (i) it has the necessary knowledge, skills experience and qualifications to provide and perform the seat management services to be performed under this Agreement; and (ii) the seat management services will be performed for the School Board in a diligent, workmanlike manner in accordance with industry standards. In the event that the VRM determines in good faith that a particular employee, contractor, or subcontractor is not conducting himself or herself in accordance with this section, the VRM may provide TelaForce with notice and documentation in respect of such conduct, or if the conduct is egregious, may require that TelaForce remove such individual immediately. Upon receipt of a notice, TelaForce shall temporarily remove the employee and promptly investigate the matter and take appropriate action which shall include (i) establishment of an evaluation period during which the individual shall be given the opportunity to correct any problems, (ii) in the event the individual fails to perform satisfactorily prior to the expiration of the evaluation period, removing him or her from the Project Staff, (iii) providing the School Board with prompt notice of such removal, and (iv) replacing him or her with a similarly qualified individual. TelaForce shall be responsible for all costs related to such replacement(s).

4.04 *Background Checks.* TelaForce will conduct a Florida Department of Law Enforcement background check, fingerprinting, and drug screening for all personnel assigned to this contract providing services to Okaloosa County Schools. TelaForce will ensure such checks are completed in accordance with District policy as follows:

4.05.1 *Level 2 Screening Requirements.* In accordance with §1012.465, *Florida Statutes*, all contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of an such contracting party, who are permitted on school grounds when students are present, who have direct contact with students; or who have access to or control of school funds must meet Level 2 screening requirements as described in §1012.32, *Florida Statutes*, unless otherwise exempted from such requirements by § §1012.467 or 1012.468 , *Florida Statutes*. A level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized School District agent trained to take fingerprints. The contractor shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to contractor and its employees. Any personnel of the contractor discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere of guilty to any offense outlined in §435.04, *Florida Statutes*, (or similar statue of another jurisdiction), shall not be permitted to come onto school grounds or School sponsored activities when students are present, or to have access to School District funds. It is the responsibility of the contractor to assure compliance with this requirement. Contractor agrees that in the event the contractor or any employee is convicted of or pleads nolo contendere to any disqualifying offense as outlined in §435.04 , *Florida Statutes*, the contractor will notify the School Board within forty-eight (48) hours of such. The parties agree that the contractor's failure to perform any of the duties described in this addendum will constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from contractor's failure to comply with the requirements of this addendum or §§1012.32, 1012.465, 1012.467 and 1012.468 , *Florida Statutes*. All contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party must possess a badge issued through the Okaloosa County School District Fingerprinting office for clearance onto school property. An orange badge signifies that a vendor has a level 2 clearance and *full access* to school property and is valid for five (5) years. A burgundy badge signifies that a vendor has *limited access* to school property and is valid for one (1) year. Contact the Okaloosa County School District Fingerprinting Office at (850) 833-5812 for additional information and clearance procedures.

4.06 *Entrance to Okaloosa County School Sites.* TelaForce agrees that only authorized employees, subcontractors, and consultants of TelaForce ("TelaForce Associates") will be allowed on the premises of Okaloosa County school buildings. These TelaForce Associates are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said other person is an authorized TelaForce Associate. All TelaForce Associates shall wear some type of identification badges or uniforms at all times.

4.07 *District School Board Policies.* Contractor and Contractor's employees shall sign in at the office of the Principal at each school upon arrival and check out upon departure. Only authorized



employees of the Vendor are allowed on the premises of Okaloosa County school buildings. Vendor employees are not to be accompanied in their work area by acquaintances; family members, assistants or any person unless said person is an authorized employee of the vendor. Contractor and Contractor's employees shall abide by School Board Policies 06-25, "Drug Free Workplace Act of 1988", 11-20 "Tobacco Products, Smoking and Vaping on School Board Property, ", and 06-11 "Dress Code for Employees".

4.08 *Quality Assurance*. TelaForce shall ensure that the services outlined in Article 3 hereof are consistent with the terms of this Agreement and shall provide project oversight and quality assurance throughout the term of this Agreement. For any deficiency found or located (whether through the efforts of the School Board or TelaForce), TelaForce shall provide a quality improvement plan within ten (10) days of the deficiency identification.

4.09 *Meetings*. TelaForce shall meet with the School Board's VRM on a scheduled basis to be mutually agreed upon to discuss the status of this Agreement. TelaForce shall be responsible for drafting minutes of these formal meetings and shall provide minutes of such meetings to the School Board within two (2) working days after the meeting to the School Board's VRM.

## **ARTICLE 5. SERVICE LEVELS**

5.01 *Service Levels*. Service levels and Service Level Agreements ("SLAs") are those as established in Attachment B hereto SLAs will be managed, reviewed, and updated on a periodic basis as outlined in the SLA Management Process described in the SOW. Service Level Agreements will become effective upon completion of the transition period.

## **ARTICLE 6. SERVICE LOCATIONS**

6.01 *Service Locations*. The seat management services shall be provided from (a) the School Board service locations set forth in the Statement of Work (the "School Board Service Locations"), (b) the TelaForce service locations set forth in the Statement of Work (the "TelaForce Service Locations"), and (c) any other location designated by the School Board or TelaForce; provided, however, that any such other location must be approved by the School Board in advance if the migration of any of the services under the Statement of Work to such location would result in material incremental costs to the School Board or have a material adverse impact on the School Board's operations ((a), (b), and (c) collectively, the "Service Locations").

6.02 *Safety and Security Procedures*. As part of the services under the Statement of Work, TelaForce shall maintain and enforce at the TelaForce Service Locations safety and security procedures that are at least (a) equal to industry standards for such TelaForce Service Locations and (b) as rigorous as those procedures in effect at the TelaForce Service Locations as of the Effective Date. TelaForce shall comply with the safety and security procedures of which TelaForce is advised that are in effect at the School Board Service Locations as reasonably required by the School Board. The School Board shall provide all necessary security personnel and related equipment at the School Board Service Locations.

6.03 *Contractor Access to District Locations*. The School Board shall grant to TelaForce personnel such access to the School Board locations as may be necessary or appropriate for TelaForce to perform its obligations under this Agreement, subject to security issues. The School Board shall have the site or location ready for the Services to be installed at the time of delivery

as identified in the Delivery Order. Should the School Board not have or make the location available for the services as required for completion of the services or at the agreed upon time and date, which impacts completion of the services according to applicable Service Level Agreements or agreed upon standards, such unavailable time shall not be considered against TelaForce when determining achievement of service level standards. For any equipment and materials scheduled for delivery to the School Board location, TelaForce shall arrange delivery of the services (including equipment, hardware, or other) to the School Board premises on dates and time agreed upon by both parties. The School Board shall not be financially obligated and responsible for delivery of any equipment, hardware, or other at a date and time other than as agreed upon by both parties.

## **ARTICLE 7. SPECIALIZED AND ADDITIONAL SERVICES**

*7.01 Specialized Services.* During the term of this Agreement, the School Board may from time to time wish to obtain services, equipment, and/or personnel to support District needs on a temporary and/or exceptional basis not included within the scope of the seat management services (the "Specialized Service(s)"). For such specialized services identified by the School Board, the VRM will submit in writing the request to add services or service categories to the TelaForce Program Manager for processing as outlined in § 7.03. For such specialized services identified by the TelaForce, TelaForce will submit the written request to the VRM for processing as outlined in Section 7.03. The School Board is under no obligation to honor such requests.

*7.02 Additional Services.* The School Board recognizes that, while this agreement establishes an initial set of service offerings, hardware and software products and technology advances may require the addition of new services or service categories (the "Additional Service(s)"). These new services or service categories may be added at the sole discretion of the School Board. For such additional services identified by the School Board, the VRM will submit the request to add services or service categories to the TelaForce Program Manager for processing as outlined in Section 7.03. For such additional services identified by the TelaForce, TelaForce will submit the request to add services or service categories on its letterhead signed by a representative authorized to bind the organization to the VRM for processing as outlined in Section 7.03. The School Board is under no obligation to honor such requests.

*7.03 Task Order Procedures.* As soon as reasonably practicable after TelaForce's receipt of the School Board's request as to whether TelaForce desires to perform such services, and if TelaForce desires to perform such Specialized or Additional Services, TelaForce shall provide the School Board with (a) a written description of the work TelaForce anticipates performing in connection with such Specialized or Additional Service in sufficient detail as required by the VRM, (b) a schedule for commencing and completing the Specialized or Additional Service, (c) TelaForce's prospective charges for such Specialized or Additional Service (the "Specialized/Additional Services Fees"), based on the approved Attachment C T&M rates with back-up documentation as required by the VRM, (d) when appropriate, a description of any software to be developed or modified by TelaForce (the "New Application(s)") or hardware to be provided by TelaForce in connection with such Specialized or Additional Service, (e) when appropriate, the software, hardware, human and other resources, and run-time requirements necessary to develop and operate any New Applications, (f) the human resources necessary to develop and operate the product or provide the services, (g) when appropriate, a list of any existing applications or hardware included in or to be used in connection with such Specialized or Additional Service, and (h) when

appropriate, acceptance test criteria and procedures in respect of any New Applications or any products or services ((a) through (h) collectively hereinafter, an "Specialized/Additional Services Proposal"). In the event TelaForce elects to perform the Specialized or Additional Service, the School Board and TelaForce shall execute a Specialized Work Order containing such information as agreed to by the parties. TelaForce shall not begin performing any Specialized Service until a Specialized Work Order in respect of such Specialized Service has been executed on behalf of the School Board. Upon execution of a Specialized Work Order, each party shall perform its obligations thereunder.

## **ARTICLE 8. SCHOOL BOARD RESPONSIBILITIES**

8.01 *School Board Responsibilities.* During the term of this Agreement, and in addition to its other obligations hereunder, the School Board shall, on a timely basis and at no charge to TelaForce:

(a) The District shall establish a VRM to provide contract management and a District-level oversight function. The VRM will provide a venue for managing Vendor relationships and technical requirements through the District's decision-making body for contract adjustments, amendments, and changes. The VRM will also enlist assistance as needed from members of District-level organizations, city and local government users, consultants, and Vendors.

The District reserves the right to modify or eliminate the role of VRM or to establish any other contract governance committee or organization that it may deem necessary.

(b) Cooperate with TelaForce to the extent reasonably necessary in the performance by TelaForce of TelaForce's obligations hereunder

(c) Provide on the School District premises, to those members of the Project Staff who are required under this Agreement to be located on the School District's premises, space, office furnishings, janitorial service, telephone service, utilities (including air conditioning) in connection with the performance of the Services (all such space, furnishings, equipment, supplies, utilities and services shall be consistent with those that the School District provides its own comparable employees).

(d) Provide to TelaForce and/or its subcontractors a certificate, statement, or other document that allows TelaForce to obtain educational discounts/pricing from its subcontractors. For any licenses not transferable to TelaForce, for whatever reason the software vendor determines that licenses cannot be transferred to TelaForce or run on TelaForce owned machines, the School Board may be charged a fee equal to the amount of expenses incurred by TelaForce associated with acquiring new licenses.

(e) Reimburse TelaForce for any TelaForce-owned equipment at School Board locations that is stolen or missing, destroyed by acts of vandalism, misuse, dropping or destroyed by acts of God including, but not limited to fire, flooding, hurricanes, or other forms of loss that are beyond the control of TelaForce or not through the negligence of TelaForce.

## **ARTICLE 9. CHANGES TO THIS AGREEMENT**

9.01 *Amendments.* No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of the party against which such amendment, change, waiver, or discharge is sought to be enforced.

9.02 *Changes*. The School Board may, at any time, by written order, make changes within the general scope of this Agreement in the Attachment A Statement of Work. In the event such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the School Board shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the Agreement. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this Agreement. However, nothing in this clause shall excuse TelaForce from proceeding with this Agreement as changed by the written order.

## **ARTICLE 10. FORCE MAJEURE**

10.01 *Force Majeure*. Neither the School Board nor TelaForce shall be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder (a) provided that such failure or delay (i) could not have been prevented by reasonable precautions and (ii) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means, or (b) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or labor difficulties, court order, third party nonperformance (except the non-performing party's agents or subcontractors), or any other similar cause beyond the reasonable control of such party (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as (i) such Force Majeure Event continues and (ii) such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. The party delayed by a Force Majeure Event shall immediately notify the other party by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. In the event that TelaForce's provision of the Services is affected by a Force Majeure Event, the School Board's payment to TelaForce for the Services so affected shall be proportionately reduced or increased based upon the level of the Services actually provided. If any Force Majeure Event prevents TelaForce from providing the Services in a timely manner for more than ninety (90) days, the School Board may terminate this Agreement as of the date specified by the School Board without regard to Section 16. A Force Majeure Event shall specifically not include a party's failure to perform if attributable to the acts of a subcontractor to a party, unless the failure of such subcontractor results from a Force Majeure Event to such subcontractor.

## **ARTICLE 11. FEES, INCENTIVES, INVOICING, AND PAYMENT TERMS**

11.01 *Seat Management Fees*. In consideration of TelaForce providing the seat management services required under this Agreement, the School Board shall pay to TelaForce the Monthly Unit Prices per Seat set forth in Attachment C hereto. A Seat is considered in service effective (i) the first day of the month of the month in which it is installed, if installed prior to the fifteenth (15<sup>th</sup>) day of the month of installation; or (ii) the first day of the month following the month in which it is installed, if installed after the fifteenth (15<sup>th</sup>) day of the month of installation. TelaForce will submit monthly invoices for the services provided. Each invoice will detail the Seat Type, Monthly Unit Price per Seat, and Extended Price per Seat Type.

11.02 *T&M Task Order Fees*. As noted in Article 7, TelaForce agrees to provide services, equipment, and/or personnel to support School Board needs on a temporary and/or exceptional basis (for example, need for systems to support a school or School Board function or public presentation). TelaForce shall make such services available on a time and materials basis. In consideration of the receipt of these “Specialized and Additional Requirements”, the School Board shall pay to TelaForce the “T&M” fees in the manner agreed upon by the School Board and TelaForce in accordance with Article 7 of this Agreement. Any Time & Materials Task Orders issued under this Contract pursuant to Article 7 will be invoiced monthly at the Hourly Labor Rates listed in Attachment C. Any related direct costs such as travel or miscellaneous supplies shall be reimbursed by the School Board in accordance with state statutes and School Board policies.

#### 11.03 Performance Incentives and Penalties.

(a) Incentives and Penalties. The SLAs, contained in Attachment B, will specify the Service Levels to which TelaForce will perform.

The performance level incentive/penalty program will be based on Level 1 metrics defined in Attachment A. District will evaluate TelaForce’s performance annually and provide that information to the TelaForce PM.

The amount of incentive/penalty fee actually paid to TelaForce or credited to District is contingent upon performance to the degree specified in the performance metrics section and the related Service Level Agreement (SLA). An incentive/penalty fee determination will be made at the end of each contract year (“evaluation period”) in accordance with the procedures set forth below. Penalty fees will be credited to District annually, in the first invoice of the first month following the prior contract year. Incentive payment to TelaForce, however, will be made on an annual basis.

District seeks a well-balanced, high-quality, level of performance for all tasks undertaken by TelaForce. Based on actual achieved performance achieved as outlined in performance metrics, and TelaForce’s ability to meet these metrics, the percentage of the incentive/penalty fee will be determined. The procedure for determining the incentive and penalty fee is:

1. District shall evaluate TelaForce’s performance at the end of each evaluation period and shall notify TelaForce of the results of this evaluation. The purpose of this evaluation and notification is to disclose specific areas, if any, where TelaForce has excelled and where improvement is necessary. By communicating more frequently about these matters, performance and communication itself will be significantly improved.
2. Within fourteen days of the end of each evaluation period, the VRM will select technical and administrative personnel from both District and TelaForce, will evaluate TelaForce’s performance against the contract’s metrics (i.e. Service Level Requirements). The VRM’s evaluation will result in an overall “Report Card Grade” to be assigned to TelaForce’s performance for the period being evaluated.
3. Within seven days of the VRM evaluation, the VRM shall make an interim determination of the incentive/penalty fee for that evaluation period, and shall furnish to TelaForce a copy of the IFEB’s performance evaluation, together with the VRM’s interim determination.

4. TelaForce shall be afforded the opportunity to submit, together with supporting data, any additional information, including exceptions to the evaluation, conclusion, or interim fee determination of the VRM, for consideration by the VRM. TelaForce's submission must be in writing and submitted to the VRM within seven days after receipt of the IFEB evaluation and the VRM interim recommendation.
5. The VRM shall consider such additional information, and shall make the final incentive/penalty fee determination within seven days of the time for receipt of TelaForce's submissions.

In order to earn any incentive fee, TelaForce must perform at a level of "Good" or above. The definitions of those performance levels, provided below, will be used to determine TelaForce's overall grading in the Incentive Fee Scale below. This scale is used after TelaForce's performance against the Service Level Requirements determined to be critical services in each of the Categories is numerically judged as specified in each SLA, points compiled, and a total number of points determined. The fee scale and definitions for incentive and penalty fees are as follows:

**Definitions:** The following definitions apply to the percentages in the District Satisfaction Criteria Chart below:

**Excellent:** The work completed during the evaluation period is timely and of the highest quality. It meets or exceeds all contract requirements. The technical and report performance exceeds expectations. No District oversight or support is required. Incentive of 0.0% awarded.

**Superior:** The work completed during the evaluation period is of high quality, and is complete, accurate, and compliant with the contract requirements. It meets or exceeds all contract requirements. No deficiencies exist. Essentially no District oversight or support is required. Incentive of 0.0% awarded.

**Good:** The work completed during the evaluation period is of good quality and meets all contract requirements. Little or no District support or oversight is required. A few non-significant deficiencies exist. But TelaForce resolves these deficiencies to District's satisfaction. Incentive of 0.0% awarded.

**Satisfactory:** The work completed during the evaluation period is of satisfactory quality and meets most contract requirements. Some District support and oversight is required. A number of non-significant deficiencies exist. But TelaForce resolves these deficiencies to District's satisfaction. Penalty of 0.5% deducted.

**Unsatisfactory:** The work completed during the evaluation period is of unsatisfactory quality and fails to meet significant contract requirements. Substantial District technical and report oversight is required. TelaForce usually does not resolve these deficiencies to District's satisfaction. Penalty of 1.0% deducted.

The determination of the exact performance level will be based on a percentage point scale (Incentive Fee Scale) as follows:

90 – 100: Excellent

75 – 89: Superior

50 – 74: Good

25 – 49: Satisfactory

0 – 24: Unsatisfactory

(b) Shared Savings Incentive. In coordination with and upon the VRM approval, TelaForce will evaluate, recommend, and implement technological and programmatic initiatives during the performance of this contract. If savings over the current projected cost are realized through this program, then District will share the savings with TelaForce. Specifically, District will receive fifty-five (55%) percent and TelaForce forty-five (45%) percent of any program level cost reduction due to the implementation of innovative concepts and approaches. Shared savings may be declared at any time by mutual agreement of the parties or at the conclusion of the performance period. The contract value would be adjusted accordingly to reflect the reduction in cost.

11.04 *Payment Terms.* The School Board shall pay the invoices within thirty (30) days of receipt thereof.

11.05 *Invoicing Requirements.* Due to funding requirements for School Boards in the State of Florida, the School Board will require TelaForce to understand and adhere to guidelines for billing of “Seats.” Section 1011.71, *Florida Statutes*, states, in part, that revenue generated by a capital improvement tax may be used for leases of equipment directly related to the delivery of student instruction. All Seats that relate to the delivery of student instruction will be billed as a lease of a “Seat Managed Seat.” “Seat Managed Seats” will be paid by capital improvement tax funds levied under § 011.71, *Florida Statutes*. Violations of these expenditure provisions shall result in a dollar for dollar reduction in Florida Education Finance Program (“FEFP”) funds. Therefore, strict coordination with the School Board relating to billing is required. If TelaForce is found in error as a result of an audit, any monetary penalty levied upon the School Board relating to this statute will be deducted from future billings of TelaForce. Those “Seats” that do NOT directly relate to the delivery of student instruction will be invoiced as a “District Administrative Seat.”

11.06 *Late Payments.* Except for any disputed invoices as described more fully in section 11.07, any fees, payments, or credits owing to either party pursuant to this Agreement that is not paid when due shall bear interest at the rate of one percent per month, but in no event to exceed the highest lawful rate of interest, calculated from the date such amount was due until the date payment is received by the party to whom debts are owed.

11.07 *Disputed Invoices.* Without limiting any of its rights as contained in this Agreement or otherwise, in the event of a dispute between the School Board and TelaForce as to the correctness of one or more items appearing on TelaForce’s invoice, the School Board may withhold payment of the disputed items only but must make payment for the remainder as provided herein.

11.08 *Expenses.* Except as expressly set forth in this Agreement or a Task Order, any expenses related to the seat management services are considered to be included in the seat management fees or the task order fees, and shall not be reimbursed by the School Board, unless agreed to by the School Board in advance in writing.

## **ARTICLE 12. AUDITS**

12.01 *Access to Records and Records Retention:* TelaForce agrees that the District, the Federal grantor agency, the Comptroller General of the United States of America, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to any books, documents, papers, and records of the proposer, contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Upon notice from the School Board, TelaForce shall provide such auditors and inspectors as the School Board or any regulatory authority may designate in such notice with reasonable access (a) during normal business days and hours (except as may be necessary to perform security audits) to the TelaForce Service Locations and (b) at any time at the School Board Service Locations for the purpose of performing, at the School Board's expense, audits or inspections of the business of the School Board (including TelaForce's provision of any Services being provided in support of such business being audited). As part of the seat management fees, TelaForce shall provide such auditors and inspectors any assistance that they may reasonably require. TelaForce shall not be required to provide such auditors and inspectors access to data of TelaForce or the School Board, or to the proprietary data of TelaForce or the School Board, unless the School Board and TelaForce agree to such disclosures. If any audit by an auditor designated by the School Board or a regulatory authority having jurisdiction over the School Board or TelaForce results in TelaForce being notified that it is not in compliance with any audit requirement relating to the Services, TelaForce shall, within the period of time specified by such auditor or regulatory authority, comply with such auditor or regulatory authority. If a change is required by a law or regulation relating to the School Board's business and is not necessary, due to changes made by TelaForce (except as may have been requested by the School Board), such change shall be made at the School Board's expense except to the extent such change is performed as part of the Services. If a change is required by a law or regulation relating to TelaForce's business, or is necessary due to changes made by TelaForce (except as may have been requested by the School Board), then such change shall be made at TelaForce's expense. TelaForce shall require all services subcontractors to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. All Contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes the final payments and all other pending matters are closed.

TAX EXEMPT – the School Board is exempt from State and Federal sales, use and excise taxes. Florida Sales Tax Exemption #85-801262245C-5.

## **ARTICLE 13. CONFIDENTIALITY**

13.01 *General Obligations.* Except as otherwise provided in this Agreement, all confidential or proprietary information and documentation related to a party, all information identified as confidential to which a party has access to in connection with providing the seat management services, all trade secrets and, with respect to the School Board, all student information ("Confidential Information") shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer, nor otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity



without the other party's consent. Each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors, and employees and to the officers, agents, subcontractors, and employees of its corporate affiliates or subsidiaries to the extent that such information is needed exclusively for the purpose of executing its obligations or exercising its rights under this Agreement; provided, that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors, and employees. The obligations in this section 13.01 shall not restrict any disclosure by either party pursuant to any applicable law, or by order of any court or government agency (provided that the disclosing party shall give prompt notice to the non-disclosing party of such order) and shall not apply with respect to information which (i) is developed by the other party without violating the disclosing party's proprietary rights, (ii) is or becomes publicly known (other than through unauthorized disclosure), (iii) is disclosed by the of such information to a third-party free of any obligation of confidentiality, (iv) is already known by such party without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreements entered into before the Effective Date between the School Board and TelaForce, or (v) is rightfully received by a party free of any obligation of confidentiality. For information that neither constitutes trade secrets nor student information as identified above, each party shall have the obligations stated in this section 13.01 regarding Confidential Information both during and for a period of five (5) years after the expiration, termination or cancellation of this Agreement. The obligations as they relate to trade secrets or student information shall apply for the relevant period provided under applicable law. In the event of a conflict between this article and Florida statutes, the Florida statutes shall govern.

**13.02 *Unauthorized Acts.*** Each party shall: (a) TelaForce will enter into a Standard Student Data Privacy Agreement (SSDPA) with the OCSB (b) notify the other party promptly of any material unauthorized possession, use, disclosure or knowledge, or attempt thereof, of the other party's Confidential Information by any person or entity which may become known to such party, (c) promptly furnish to the other party full details of the unauthorized possession, use, disclosure or knowledge, or attempt thereof, and use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information, (d) use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights and (e) promptly use all reasonable efforts to mitigate the effects of or to prevent a recurrence of any such unauthorized possession, use, disclosure or knowledge of Confidential Information. Each party shall bear the cost it incurs as a result of compliance with this section 13.02.

## **ARTICLE 14. REPRESENTATIONS AND WARRANTIES**

**14.01 *Representations and Warranties.*** TelaForce represents and warrants and covenants that as of the Effective Date and throughout the term: (a) it is a corporation duly incorporated, validly existing and in good standing under the laws of Delaware, and is registered with the Florida Department of State to do business in the State of Florida, (b) it has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement, (c) it is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except where the failure to be so

licensed, authorized, or qualified would not have a material adverse effect on TelaForce's ability to fulfill its obligations under this Agreement, (d) the execution, delivery, and performance of this Agreement has been duly authorized by TelaForce, (e) no approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement, (f) it shall comply with all applicable Federal, state, and local laws and regulations, it shall obtain all applicable permits and licenses, and shall comply with the applicable policies and regulations of the School Board, in connection with its obligations under this Agreement, (g) it has not disclosed as of the date hereof any Confidential Information of the School Board, and (h) the seat management services and any work performed by TelaForce under this Agreement will not infringe upon the proprietary rights of any third party, and (i) it, including its subcontractors, shall perform the Services in a professional and workmanlike manner, according to industry standards and the Service Level Agreements.

**14.02 *New Equipment.*** All assets furnished under this agreement as a basis for Services, shall be new, unused equipment. All future assets will be in the same technological life cycle phase as the systems provided as part of TelaForce's proposal.

**14.03 *Disclaimer.*** EXCEPT AS SPECIFIED IN SECTION 14.01 AND 14.02, NEITHER TELAFORCE NOR THE SCHOOL BOARD MAKES ANY OTHER WARRANTY IN RESPECT OF ANY MATTER, INCLUDING IN RESPECT OF THE SERVICES OR THE SYSTEMS, AND EACH EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

## **ARTICLE 15. DISPUTE RESOLUTION**

**15.01** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of TelaForce with full decision-making authority and by a representative of the School Board who would make the presentation of any settlement reached at mediation to the School Board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Florida Statutes § 44.102. Each party shall bear an equal expense of the cost of the Mediator and shall be responsible for the payment of its own attorney's fees and all costs it incurs in such proceeding(s).

**15.02** Any litigation between the School Board and TelaForce (which term for the purposes of this subparagraph shall include TelaForce's surety, if any,) whether arising out of any claim or arising out of this Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and the School Board and TelaForce each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the School Board and TelaForce shall lie and be only in the appropriate State courts of the State of Florida's First Judicial Circuit in and for Okaloosa County, Florida. The School Board and

TelaForce consent and submit to the Jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. Each party shall be responsible for the payment of its own attorney's fees and all costs it incurs in such proceedings.

15.03 *Continuity of Services.* In the event of a dispute between the School Board and TelaForce pursuant to which the School Board in good faith believes it is entitled to withhold payment and during the pendency of the dispute resolution process described in this Article 15, to the extent applicable and feasible, TelaForce shall continue to provide the Services and the School Board shall continue to pay any undisputed amounts to TelaForce.

## **ARTICLE 16. TERMINATION**

16.01 *Termination for Convenience.* The School Board may terminate this Agreement at any time when it is in its best interest to do so, upon at least thirty (30) days' notice to TelaForce subject to payment of reasonable shut-down, severance, transition, and other similar termination costs, as well as applicable seat management fees through the date of termination. The termination rights of the School Board as expressed in Article 2 shall not be inhibited by, and shall be in addition to, this Section 16.01. In the event of either a termination for convenience under this section 16.01 or a finding or legislative mandate termination under section 2.03, TelaForce shall be entitled to its reasonable costs of closing down its operations in an orderly fashion; provided, however, that such right shall not inhibit its right to the Fees for Termination Assistance Services pursuant to Article 17 hereof. TelaForce shall exert all reasonable efforts to minimize this termination liability and shall submit a formal termination liability proposal to the School Board for its review and approval within ninety (90) days of the termination date. Notwithstanding the above, TelaForce agrees to provide to the School Board, within fifteen (15) business days of the date of termination, a Not-to-Exceed (NTE) dollar figure which shall represent the School Board's maximum liability under TelaForce's formal termination liability proposal.

16.02 *Termination for Cause.* If either party defaults in the performance of any of its material obligations under this Agreement, and such default is not cured within thirty (30) days after notice is received by the defaulting party specifying, in reasonable detail, the nature of the default, then the non-defaulting party may, upon further notice to the defaulting party, terminate this Agreement as of the date specified in such notice of termination; provided, however, that (i) the time to cure a default shall extend for up to forty-five (45) days from the date on which a notice of default is received by the defaulting party, if the defaulting party has promptly commenced to cure the default and continues to use its commercially reasonable efforts to cure such default during the thirty-day period and (ii) if the default is not cured within such forty-five-day period and the defaulting party is using its best efforts to cure the default, the time to cure such default shall extend for an additional fifteen (15) day period (not to exceed a total cure period of sixty (60) days).

16.03 *Termination for Insolvency.*

(a) If TelaForce becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency, or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its

obligations, then the School Board, by giving written notice to such party, may terminate the Agreement as of a date specified in such notice of termination.

(b) All rights and licenses granted under or pursuant to this Agreement by TelaForce to the School Board are, and shall otherwise be deemed to be, for purposes of section 365(n) of the United States Bankruptcy Code (the “Code”), licenses to rights to “intellectual property” as defined under the Code. The Parties agree that the School board, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The Parties further Agree that, in the event of the commencement of any bankruptcy proceeding by or against TelaForce under the Code, the School Board shall be entitled to retain all of its rights under this Agreement.

*16.04 Reassignment of Assets.* Upon termination or expiration of this Agreement, the School Board will acquire, through repurchase or lease assignment, TelaForce’s interest in all technology assets (hardware and software) and all remaining leases. The “Acquisition Price” to the School Board shall be as provided in section 16.05. The School Board will not assume, and TelaForce will remain responsible for, any and all liabilities and obligations related to the technology assets and leases that have accrued prior to the effective date of transfer to the School Board. TelaForce warrants that any technology assets (hardware and software) and leases transferred to the School Board under this provision shall be free and clear of any liens or encumbrances (except in the case of Leased Equipment, the interest of the lessor).

#### *16.05 Asset Acquisition Price.*

(a) The School Board’s “Acquisition Price” for technology assets (hardware and software) acquired or assumed pursuant to section 16.04 shall be TelaForce’s then current “book value”, net of accumulated depreciation or amortization of such assets, provided that: (i) the amount booked by TelaForce for depreciation is done on no less than a “straight-line” basis and the “acquisition basis” is no more than TelaForce’s direct purchase cost for the asset; and (ii) for assets which are the subject of a finance lease, the net present value of the lease payments assumed by the School Board shall be credited against the Acquisition Price. The School Board shall pay the Acquisition Price, less all sums not yet recovered from TelaForce for the turnover purchase price of technology assets transferred to TelaForce at the commencement of this Agreement, to TelaForce upon TelaForce’s delivery to the School Board of the assets and a bill of sale or other appropriate documentation acceptable to the School Board, in the School Board’s reasonable business judgment. The School Board shall pay any third-party transfer or assignment fees charged to TelaForce.

(b) The School Board may, at its option, assume TelaForce’s interest in any technology assets which are expensed by TelaForce (including operating leases and associated maintenance agreements) with no acquisition cost to the School Board, except for: (i) the assumption of all future contractual obligations with respect to such assets; and (ii) the amount, if any, of pre-payments made by TelaForce in connection with such assets attributable to the period after such assumption of TelaForce’s interest.

## **ARTICLE 17. TERMINATION ASSISTANCE**

### *17.01. Termination Assistance.*

(a) Upon the School Board's delivery to TelaForce of any written notice of termination or non-renewal of all or any portion of this Agreement, TelaForce shall provide to the School Board or the School Board's designee the assistance reasonably requested by the School Board to facilitate the orderly transfer of the services being provided under this Agreement to the School Board or its designee ("Turnover Assistance"). The School Board may also request that TelaForce begin providing Turnover Assistance at any time within the six-month period prior to expiration of the Term.

(b) The Turnover Assistance shall be provided to the School Board at the charges and rates equal to the rates charged immediately prior to the termination or expiration of this Agreement, or as otherwise agreed by the Parties, for a period of time designated by the School Board (the "Turnover Assistance Period"), not to exceed twelve (12) months after the expiration or termination of this Agreement.

(c) The Turnover Assistance shall be provided without interruption of the services or other adverse effect to the School Board, and the quality, promptness and level of the services shall not be degraded during the Turnover Assistance Period.

(d) During the Turnover Assistance Period, all services and other obligations of the Parties shall be performed in accordance with this Agreement, as modified by the Termination Plan, regardless of whether such services or other obligations were to be performed only during the Term of this Agreement, and all licenses and other right to use software and equipment will continue.

(e) Termination Assistance will include the following:

(i) Within thirty (30) days after the commencement of the Turnover Assistance Period, TelaForce will provide a complete plan for operational turnover that enables a smooth transition of the services performed by TelaForce under this Agreement to the School Board or a successor vendor (such plan the "Termination Plan"). Upon the School Board's approval of the Termination Plan, TelaForce will provide Turnover Assistance in accordance with such Termination Plan.

(ii) TelaForce will promptly provide any information that is necessary to effectuate a smooth transfer of the services performed by TelaForce under this Agreement to the School Board or a successor vendor, including as necessary for the School Board to prepare a Request for Proposal. TelaForce will provide a detailed description of all services performed by TelaForce.

(f) TelaForce acknowledges that, if it were to breach, or threaten to breach, its obligation to provide the School Board with Termination Assistance, the School Board shall be entitled to proceed directly to a court of competent jurisdiction and obtain such injunctive, declaratory or other injunctive relief as may be reasonably necessary to prevent such breach.

## **ARTICLE 18. TERMINATION PLAN**

18.01 *Termination Plan.* Upon the expiration of this Agreement or termination of this Agreement for any reason:

(a) TelaForce shall provide the Termination Assistance Services in accordance with Article 17;

(b) The School Board will allow TelaForce to use, at no charge, those School Board facilities that are being used to perform the Termination Assistance Services for as long as TelaForce is providing the Termination Assistance Services to enable TelaForce to effect an orderly transition of TelaForce's resources; and

(c) TelaForce shall otherwise comply with its Termination Plan in effect under this Agreement.

## **ARTICLE 19. INDEMNIFICATION**

19.01 *Indemnification.* For and in consideration of the sum of \$100.00, receipt of which is hereby acknowledged by TelaForce, and other valuable consideration exchanged between the parties, TelaForce does hereby indemnify and hold harmless and will defend the School Board and its officers, members, employees, and agents from and against all claims, losses, and suits by third parties for loss of or damage to property, personal injury, including death, to persons, and from all judgments recovered therefore, and from all expenses for defending such claim or suit, including court costs and attorney's fees, which results from the negligent acts, errors or omissions of TelaForce employees, consultants, subcontractors and suppliers under contract with TelaForce. The School Board shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School Board. TelaForce will have no duty to indemnify the School Board for the School Board's negligence or the negligence of the School District's employees, consultants, subcontractors and suppliers under contract with TelaForce. In no event will TelaForce be responsible, under this paragraph or otherwise, for any consequential damages of any kind. The provisions of this section shall survive the expiration or earlier termination of any awarded contract.

## **ARTICLE 20. LIMITATION OF LIABILITY**

20.01 *Limitation of Liability.* Neither the School Board nor TelaForce shall be liable to the other for, nor will the measure of damages include, any indirect, incidental, special, or consequential damages, or amounts for loss of income, profits, or savings arising out of or relating to its performance under this Agreement, even if advised, in advance, of the possibility or certainty of such damages, and even if one party asserts or establishes a failure of essential purpose or any remedy in this Agreement.

20.02 *Exclusions.* The limitations or exculpations of liability set forth in section 20.01 are not applicable to (a) indemnification from third-party claims, if any, set forth in this Agreement, or (b) liability resulting from the gross negligence or willful misconduct of a party.

## **ARTICLE 21. INSURANCE**

21.01 *Insurance.* TelaForce shall purchase and maintain the following insurance with responsible underwriters reasonably acceptable to the School Board, who are authorized to do business in the State of Florida, to cover its operations under this Agreement whether such operations be by itself or by anyone under contract with TelaForce or by any of their employees, subcontractors or agents:

(a) Statutory worker's compensation in accordance with all Federal, state, and local requirements;

- (b) Comprehensive general public liability (including contractual liability insurance and property damage coverage) in an amount not less than \$1,000,000;
- (c) Comprehensive automobile liability covering all vehicles that TelaForce owns, hires, or leases in an amount not less than \$1,000,000 (combined single limit for bodily injury and property damages); and
- (d) An Errors and Omissions policy for this Agreement including design and engineering coverage's. Bodily injury and property damage combined single limit - \$2 Million each claim, \$2 Million aggregate.

21.02 *Insurance Endorsements and Documentation.* TelaForce shall name the School Board as an additional insured and an additional loss payee. Upon request, TelaForce shall furnish to the School Board certificates of insurance or other appropriate documentation (including evidence of renewal of insurance) evidencing all coverage referenced in section 21.01. Such certificates or other documentation will include a provision whereby thirty (30) days' notice must be received by the School Board prior to coverage cancellation or material alteration of the coverage by either TelaForce or the applicable insurer. Such cancellation or material alteration shall not relieve TelaForce of its continuing obligation to maintain insurance coverage in accordance with this Article 21.

## **ARTICLE 22. MISCELLANEOUS PROVISIONS**

22.01 *Negotiated Terms.* The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement.

22.02 *Assignment.* This contract and any monies which may become due there under, are not assignable except with the written consent of The School Board or its agent. Any requests for assignment must be directed to the District's Purchasing Director in writing, stating the reason for the request and any other particulars germane to the proposition. Any purported assignment in contravention of this section 22.02 shall be null and void. The consent of either party to any assignment, or any other assignment permitted hereunder, shall not constitute consent to further assignment. This Agreement shall be binding on the parties and their respective successors and permitted assigns.

22.03 *Notices.* Except as otherwise specified in this Agreement, all notices, requests, approvals, and consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed given the third day after being sent by (a) email with written confirmation of receipt by recipient (b) first class U.S. Mail, registered or certified, return receipt requested, postage pre-paid or (c) U.S. Express Mail, Federal Express, or other, similar overnight bonded mail delivery services to the other at the address set forth below.

**In the case of the School Board:**  
School Board of Okaloosa County  
Attn: Mr. Vince Windham  
202A Highway 85 N  
Niceville, Florida 32578

**In the case of TelaForce:**  
TelaForce, LLC  
Attn: Ms. Kara Cook  
4008 Legendary Dr., Suite 600  
Destin, Florida 32541

Any writing which may be sent pursuant to the foregoing may also be delivered by hand or transmitted by email or fax, and shall be effective when received by the addressee. Either party may change its address or telephone number for notification purposes by giving the other party notice of the new address or telephone number and the date upon which it will become effective.

22.04 *Counterparts*. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

22.05 *Headings*. The article and section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

22.06 *Relationship*. The parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either TelaForce or the School Board partners, joint ventures, principals, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contractor retained by TelaForce to perform work on the School Board's behalf hereunder shall be deemed to be an employee, agent, or contractor of the School Board. Neither party shall have any right, power, or authority, express or implied, to bind the other. Except as set forth in this Agreement, TelaForce alone shall be responsible for determining the method, details, and means of performing its duties and obligations under this Agreement. TelaForce is solely responsible for payment of (a) all income, disability, withholding, and other employment taxes and (b) all medical benefit premiums, vacation pay, sick pay, or other fringe benefits resulting from TelaForce's retention of any such officers, directors, employees, agents, or contractors.

22.07 *Consents, Approvals, and Requests*. Except as specifically set forth in this Agreement, all consents, approvals, acceptances, or similar actions to be given by either party under this Agreement shall not be unreasonably withheld or delayed and each party shall make only reasonable requests under this Agreement.

22.08 *Severability*. If any provision of this Agreement (other than a term or provision relating to any payment obligation) is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement shall remain in full force and effect.

22.09 *Waiver*. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

22.10 *Publicity*. Each party shall, when practical and possible for planned publicity (a) submit to the other all advertising, written sales promotion, press releases, and other publicity matters relating to this Agreement in which the other party's name or mark is mentioned or language from which the connection of said name or mark may be inferred or implied and (b) not publish or use such advertising, sales promotion, press releases, or publicity matters without the other party's consent. It is recognized that occasions will arise that make prior notification and approval impractical or impossible and for such occasions each party shall notify the other of such events within 24 hours of their occurrence.

22.11 *Entire Agreement*. This Agreement and the Attachments, which are hereby incorporated by reference into this Agreement, constitute the entire agreement between the parties with respect to



its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter.

22.12 *Restriction of Assets.* The School Board:

- (a) Shall keep the Seat Management asset(s) (“asset”) free and clear of all claims, liens and encumbrances;
- (b) Shall not use the asset in a manner or for any purposes for which the asset is not designed or reasonably suited;
- (c) Shall not permit any physical alteration to the asset;
- (d) Shall not affix, attach or install any accessory, equipment or device in connection with the asset that might interfere with the operational capacity of the asset. For all assets with less than three years of service and still under warranty, the unapproved installation by any School District employee, representative or student of any accessory, equipment or device may void the warranty for that system and in the event the warranty is voided, the OCSD shall purchase the system. All repairs, parts, supplies and accessories, equipment and devices affixed to any asset in service more than three years shall be deemed accessories to the asset and, unless such accessories can be removed without damaging the asset or interfering with its operation capacity, they shall become the property of TelaForce. Any parts, supplies and accessories, equipment and devices affixed to the asset by the District unknowingly transferred upon refresh become the property of TelaForce or its agents,
- (e) Shall not affix the asset to any real estate in such a way that it may be deemed a fixture thereto; and
- (f) Shall not remove the asset from the designated School Board premises without the prior written completion of proper MIS forms, except in the event of an emergency or in such cases that such asset is intended for portability as designated under Attachment A of this Agreement.

22.13 *Survival.* The terms of Articles 12 through 22 (as applicable and in accordance with their terms) shall survive the expiration or termination of this Agreement for any reason.

22.14 *Third Party Beneficiaries.* Each party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the School Board and TelaForce.

22.15 *Governing Law.* **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND BE GOVERNED BY, THE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO THE CONFLICTS OF LAW.**

22.16 *Sole and Exclusive Venue.* Any litigation between the School Board and TelaForce (which term for the purposes of this subparagraph shall include TelaForce’s surety, if any) whether arising out of any claim or arising out of this Agreement, or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and the School Board and TelaForce each hereby waive and renounce any and all rights and options which, they,

or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the School Board and TelaForce shall lie and be only in the appropriate State courts of the State of Florida's First Judicial Circuit in and for Okaloosa County, Florida. The School Board and TelaForce consent and submit to the Jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. Each party shall be responsible for the payment of its own attorney's fees and all costs it incurs in such proceedings.

*22.17 Covenant of Further Assurances.* The School Board and TelaForce covenant and agree that, subsequent to the execution and delivery of this Agreement and without any additional consideration, the School Board and TelaForce shall execute and deliver any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement.

*22.18 Interpretation*

(a) In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include all genders. The word "person" includes, subject to the context in which it appears, an individual partnership, association, corporation, trustee, executor, administrator or legal representative.

(b) The division of this Agreement and any attachments into Articles, sections, subsections and schedules and exhibits, and the insertion of any captions or headings are for convenience of reference only and shall not affect its construction or interpretation.

(c) In this Agreement, unless otherwise specifically provided:

(i) In the computation of a period of time from a specified date to a later specified date, the word, "from" means "from and including" and the words "to" and "until" each mean "to but excluding."

(ii) References to a specified Article, section, subsection, Schedule or other subdivision shall be construed as references to that specified Article, Section, subsection, Schedule or other subdivision of this Agreement, unless the context otherwise requires.

(iii) The word "dollar" and the symbol "\$" refer to United States dollars.

(iv) Reference to "days" means calendar days unless otherwise specified.

(v) The term "including" means "including, without limitation" or "including, but not limited to."

(d) The Parties are sophisticated and have been represented by counsel during the negotiation of this Agreement. As a result, the Parties believe the presumption of any laws or rules relating to the interpretation of contracts against the drafter thereof should not apply, and hereby waive any such presumption.

*22.19 Hardware, Software and Peripherals.* All hardware, software and peripherals used by the School Board in conjunction with Seat Managed Assets shall conform to TelaForce published

specifications provided to the School Board at the time of equipment installation with exceptions provided and or approved by the VRM.

22.20 Pursuant to DOE Regulation 6A1.012(6), and subject to the mutual consent of the parties, the pricing, terms and conditions of this Contract, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.

22.21 *Public Agency Contracts.* To the extent that Vendor meets the definition of “Contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Vendor must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:

- a) Keep and maintain public records required by the School Board to perform the service.
- b) Upon request from the School Board’s custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Vendor or keep and maintain public records required by the School Board to perform the service. If the Vendor transfers all public records to the School Board upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board’s custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD’S RECORDS MANAGEMENT LIASION OFFICER (RMLO), ERIC MITCHELL, AT (850) 689-7184, OR [ERIC.MITCHELL@OKALOOSASCHOOLS.COM](mailto:ERIC.MITCHELL@OKALOOSASCHOOLS.COM), OR OKALOOSA COUNTY SCHOOL DISTRICT, 461 WEST SCHOOL AVENUE, CRESTVIEW, FL 32536.**
- f) The Vendor acknowledges that the School Board cannot and will not provide legal advice or business advice to Vendor with respect to its obligations pursuant to this section related to public records. The Vendor further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice, and that he has been advised to seek professional advice with regard to public records matters addressed by this agreement. The Vendor acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.

22.22 E-Verify Requirements. Effective January 1, 2021 public and private employers, contractors and subcontractors must require registration with, and use of the U. S. Department of Homeland Security E-Verify System, <https://e-verify.uscis.gov/emp>, in order to verify the work authorization status of all newly hired employees. By entering into this Agreement, the Vendor becomes obligated to comply with the provisions of §448.095, *Florida Statutes*, “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Vendor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Vendor agrees to maintain a copy of such affidavit for the duration of this Agreement and shall provide a copy to School Board upon request. Failure to comply with this paragraph shall constitute a default and material breach of this Agreement by Vendor and will result in the termination of this Agreement as provided in §448.095, *Florida Statutes*, as amended, and Vendor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Vendor will also be liable for any additional costs to School Board incurred as a result of the termination of this Agreement in accordance with this section.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the School Board and TelaForce have each caused this Agreement to be signed and delivered by its duly authorized representative.

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

By: \_\_\_\_\_

Lamar White, Chairman

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Marcus Chambers, Superintendent and Corporate Secretary

Date: \_\_\_\_\_

**TelaForce, LLC**

By: \_\_\_\_\_

Kara Cook, Vice President, Contracts

Date: \_\_\_\_\_

# **ATTACHMENT A**

## **Statement of Work**

Information Technology Seat Management Outsourcing



School District of Okaloosa County  
202A Highway 85 North  
Niceville, FL 32578

TelaForce, LLC  
4008 Legendary Drive  
Suite 600  
Destin, FL 32541

**February 2025**

Requirements below reference the Statement of Work and defines the business and technical requirements to be provided to OCSD in support of the Information Technology Seat Management Outsourcing contract per RFP 24-03, Section 2.

## **2 BASELINE SEAT MANAGEMENT AT OCSD**

### **THE PROGRAM**

OCSD would like to contract with a Vendor to provide computing services for its students, teachers and administrators. The term "Seat Management" relates the concept that a user sits at a "Seat" and expects to receive computing services at an expected level of performance for a price per month. The hardware, software, peripherals, support, and LAN connectivity are all integrated into the "Seat" price. Hardware "Refresh" will occur on a continuing schedule to provide the user with the expected level of performance.

Under its current Seat Management program OCSD treats computers as a business would treat a digital copier. A digital copier is leased to provide the business with a device to copy and print documents. The digital copier is rolled into the business and connected to power and to the network. The Vendor installs and configures the copier for the environment and provides initial training. At this point the business is provided with a phone number to call if there are any support issues with the copier. The Vendor provides break-fix support and preventative maintenance throughout the lifecycle of the copier. At the end of the lease the copier is "refreshed" with a newer model and the cycle repeats. The business does not troubleshoot, upgrade, repair, replace, add peripherals, or maintain the copier. It simply calls the Vendor, as needed and the contract covers these issues. If there is something added to the copier to provide additional value, then the lease cost is adjusted accordingly. All copiers receive the same service and attention. The business is billed on a monthly basis for the number and type of copiers in service at the business.

Due to funding requirements for school districts in the State of Florida, OCSD will require the Vendor to understand and adhere to guidelines for billing of "Seats". Section 1011.71, Florida Statutes, states in part, that revenue generated by a capital improvement tax may be used for leases of equipment directly related to the delivery of student instruction. All Seats that relate to the delivery of student instruction will be billed as a lease of a "Seat Management Seat". "Seat Management Seats" may be paid by capital improvement tax funds levied under Section 1011.71, Florida Statutes. Violations of these expenditure provisions shall result in a dollar-for-dollar reduction in Florida Education Finance Program (FEFP) funds, therefore strict coordination with OCSD relating to billing is required. If the Vendor is found in error as a result of an audit, any monetary penalty levied upon the OCSD relating to this statute will be deducted from future billings of the Vendor. Those "Seats" that do NOT directly relate to the delivery of student instruction (e.g., District Administrative Seat) will be invoiced as a "District Administrative Seat".

Additionally, we expect Proposers to show they can provide the OCSD with continuity in its technology environment they request that the concept of "Steady State" be preserved at the start of the contract. We also expect this Statement of Work (SOW) for the OCSD as it defines the business and technical requirements to be provided to OCSD in support of the Information Technology Seat Management Outsourcing contract to be followed.

In addition to Seat Managed Seats, there are also Support Managed Seats. Support Seats are the Vendor providing support and services to an asset owned by the OCSD and not the Vendor. There are also Services provided by the Vendor that are not tied to any specific seat type. Seat Managed Seats, Support Managed Seats, and Additional Services are the three pillars of the contract.

The OCSD will require the Vendor to act as a prime contractor responsible for the delivery of high-quality IT services to the OCSD. In addition, the Vendor acting in the prime contractor role will have the responsibility of providing a high-level of systems integration, including both technical infrastructure and systems administration. The Vendor may use subcontractors as appropriate, to ensure that the best services are provided in all areas with the approval of the OCSD Seat Management VRM.



## **2.1 SEAT TYPES AND CONFIGURATIONS, CURRENT SEAT NUMBERS, AND FUTURE SEAT OPTIONS**

The OCSD will work with the Vendor to establish specific seat configurations. The OCSD Office of Seat Management must approve all seat configurations. This includes changes due to technology refresh such as model changes due to technology evolution. The current version of Microsoft Office 365 Education edition is required on every laptop and desktop seat and that is to be included in seat pricing as well as antivirus protection. Software not agreed upon to be a part of the initial configuration will be provided by the OCSD when applicable but installed by the Vendor. The Vendor is required to ensure the OCSD is in licensing compliance on all Seat Managed seats.

### **Standard Desktop Seat – (3 Year Refresh)**

The Standard Desktop Seat includes the base desktop configuration for the Standard Desktop device. The initial configuration is shown below:

#### Standard Desktop Seat

- Small form factor
- i5 intel processor (Current)
- 8GB RAM
- Integrated graphics card
- 256GB hard drive
- Optical Mouse
- Keyboard
- 20" monitor
- Windows OS
- External Speakers

#### Support and Services

- PC hardware Support and Services
- Peripheral Support and Services
- Infrastructure Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- System Security
- Internet Access
- Individual Student Sign On for all users

### **Advanced Desktop Seat – (3 Year Refresh)**

The Advanced Desktop Seat includes the base configuration for the desktop device. The initial configuration is shown below:

#### Advanced Desktop Seat

- Small form factor
- i7 intel processor
- 32GB RAM
- 2GB graphics card
- 256GB hard drive
- Optical Mouse
- Keyboard
- 20" monitor
- Windows OS
- External Speakers

#### Support and Services

- PC hardware Support and Services
- Peripheral Support and Services
- Infrastructure Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- System Security
- Internet Access
- Individual Student Sign On for all users

### **Standard Laptop Seat – (3 Year Refresh)**

The Standard Laptop Seat includes the base configuration for the standard laptop device. The initial configuration is shown below:

#### **Standard Laptop Seat**

- i5 intel processor
- 16GB RAM
- Integrated graphics card
- 256GB SSD hard drive
- Wi-Fi 6 802.11ax dual band wireless Card w/Bluetooth
- Windows OS
- 15" Monitor
- 3 Cell 42Whr battery

#### **Support and Services**

- PC hardware Support and Services
- Peripheral Support and Services
- Infrastructure Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- System Security
- Internet Access
- Individual Student Sign On for all users

### **Student Laptop Seat – (3 Year Refresh)**

The Student Laptop Seat includes the base configuration for the Student laptop device. The initial configuration is shown below:

#### **Student Laptop Seat**

- Intel Celeron processor
- 128GB hard drive
- 4GB RAM
- 3 cell 42Whr battery
- 65W power adaptor
- Windows OS
- Wi-Fi 6 802.11ax dual band wireless card w/Bluetooth

#### **Support and Services**

- PC hardware Support and Services
- Peripheral Support and Services
- Infrastructure Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- System Security
- Internet Access
- Individual Student Sign On for all users

### **Advanced Laptop Seat – (3 Year Refresh)**

The Advanced Laptop Seat includes the base configuration for the advanced laptop device. The initial configuration is shown below:

#### **Advanced Laptop Seat**

- i7 processor
- 32GB RAM
- 128GB SSD hard drive
- 15.6-inch screen
- Nvidia t1200 4GB Gddr6 video card (or equivalent)
- 4 Cell 64Whr battery
- Wi-Fi 6 802.11ax dual band wireless Card w/Bluetooth

#### **Support and Services**

- PC hardware Support and Services
- Peripheral Support and Services
- Infrastructure Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- System Security
- Internet Access
- Individual Student Sign On for all users

### **Chromebook Seat – (4 Year Refresh)**

The Chromebook Seat includes the base configuration for the Chromebook device. The initial configuration is shown below:

#### **Chromebook Seat**

- Intel Celeron processor
- 32GB hard drive
- 4GB RAM
- 3 cell 42Whr battery
- 65W power adaptor
- Console License
- Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz

#### **Support and Services**

- PC hardware Support and Services
- Peripheral Support and Services
- Infrastructure Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- System Security
- Internet Access

### **Apple iMac Seat – (3 Year Refresh)**

The Apple iMac Seat includes the base desktop configuration for the iMac device. The initial configuration is shown below:

#### Apple iMac Seat

- 24-inch iMac or current
- M3 chip with 8 core CPU or better
- Apple Care
- 8GB unified memory
- 256GB SSD hard drive
- Gigabit Ethernet
- Apple Mouse
- Apple Keyboard

#### Support and Services

- Apple hardware Support and Services
- Peripheral Support and Services
- Apple Device Deployment Configuration
- Infrastructure Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- System Security
- Internet Access
- Individual Student Sign On for all users

### **Advanced Apple iMac Seat – (3 Year Refresh)**

The Advanced Apple iMac Seat includes the base desktop configuration for the iMac device. The initial configuration is shown below:

#### Advanced Apple iMac Seat

- 24-inch iMac or current
- M3 chip with 8 core CPU or better
- 16GB unified memory
- 512GB SSD hard drive
- Apple Mouse
- Apple Keyboard
- Apple Care

#### Support and Services

- Apple hardware Support and Services
- Peripheral Support and Services
- Infrastructure Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- System Security
- Internet Access
- Individual Student Sign On for all users

### **Apple MacBook Pro Seat – (3 year Refresh)**

The Apple MacBook Pro seat includes the base configuration for the MacBook Pro device. The initial configuration is shown below:

#### MacBook Pro Seat

- 14-inch screen
- Apple M3 Pro Chip
- 8GB unified memory
- 512GB SSD hard drive
- Apple Care
- Wi-Fi 6 (802.11ax) Bluetooth 5.3

#### Support and Services

- Apple hardware Support and Services
- Peripheral Support and Services
- Infrastructure Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- System Security
- Internet Access
- Individual Student Sign on for all users

### **Apple MacBook Air Seat – (3 Year Refresh)**

The Apple MacBook Air seat includes the base configuration for the MacBook device. The initial configuration is shown below:

#### Apple MacBook Air Seat

- 15-inch iMac or current
- Apple M2 Pro Chip or better
- 8 – Core CPU
- 10 – Core GPU
- 256GB SSD Storage
- Apple Care
- Wi-Fi 6 (802.11ax)

#### Support and Services

- Apple hardware Support and Services
- Peripheral Support and Services
- Infrastructure Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- System Security
- Internet Access
- Individual Student Sign on for all users

### **Apple iPad Seat – (5 Year Refresh)**

The Apple iPad seat includes the base configuration for the iPad device. The initial configuration is shown below:

#### Apple iPad Seat

- iPad 9<sup>th</sup> gen or current agreed upon model
- A13
- 64GB
- Wi-Fi 5 (802.11ac) with 2x2 MIMO, 866Mbps

#### Support and Services

- Apple hardware Support and Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- System Security
- Internet Access
- Individual Student Sign on for all users

**Apple iPad Pro Seat – (5 Year Refresh)** The Apple iPad Pro seat includes the base configuration for the iPad Pro device. The initial configuration is shown below:

#### Apple iPad Pro Seat

- iPad Pro 12.9
- M2 (8 core CPU / 10 core GPU)
- 128GB
- Wi-Fi 6E (802.11ax) with 2x2 MIMO, 2.4Gbps
- Bluetooth 5.3

#### Support and Services

- Apple hardware Support and Services
- Infrastructure Services
- LAN
- Service Desk Service
- Remote System Management
- System Security
- Internet Access
- Individual Student Sign On for all users

**Please Note: All the above Apple seats should be priced using gained resale value as a part of the Seat Cost. Since Apple Products carry a high resale value, shared savings are expected as an upfront part of the seat price and shall be identified as such.**

### **Okaloosa Online Student Laptop Seat – (NEW SEAT 3 Year Refresh)**

The Student Laptop Seat includes the base configuration for the Student laptop device. The initial configuration is shown below:

#### **Student Laptop Seat**

- Intel Celeron processor
- 128GB hard drive
- 4GB RAM
- 3 cell 42Whr battery
- 65W power adaptor
- Windows OS
- Wi-Fi 6 802.11ax dual band wireless card w/Bluetooth

#### **Support and Services**

- PC hardware Support and Services
- Peripheral Support and Services
- Infrastructure Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- Wireless internet service via mobile solution separate or built into device.
- Web filtering
- System Security
- Internet Access
- Individual Student Sign On for all users

### **Okaloosa Online Chromebook Seat – (NEW SEAT 4 Year Refresh)**

The Student Laptop Seat includes the base configuration for the Student laptop device. The initial configuration is shown below:

#### **Chromebook Seat**

- Intel Celeron processor
- 128GB hard drive
- 4GB RAM
- 3 cell 42Whr battery
- 65W power adaptor
- Console License
- Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz

#### **Support and Services**

- Chrome hardware Support and Services
- Peripheral Support and Services
- Infrastructure Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- Wireless internet service via mobile solution separate or built into device
- Web filtering
- System Security
- Internet Access
- Individual Student Sign On for all users

### **Okaloosa Online iPad Seat – (NEW SEAT 5 Year Refresh)**

The Student Laptop Seat includes the base configuration for the Student laptop device. The initial configuration is shown below:

#### **Apple iPad Seat**

- iPad 9th gen or current agreed upon model
- A13
- 64GB
- Wi-Fi 5 (802.11ac) with 2x2 MIMO, 866Mbps

#### **Support and Services**

- Apple hardware Support and Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- System Security
- Internet Access
- Individual Student Sign On for all users
- Support and Services

### **Food Services Point-of-Sale (POS) Seat – (3 Year Refresh)**

The Food Services Point-of-Sale (POS) Seat includes the base desktop configuration for Food Services Seats and the Touch Screen display and numeric keypads required. The initial configuration is shown below:

#### **Food Services Point-of-Sale (POS) Seat**

- i5 intel processor
- 8GB RAM
- Integrated graphics card
- 256GB hard drive
- Optical mouse
- Keyboard
- ELO 15-inch ruggedized touchscreen or better
- Windows OS

#### **Support and Services**

- PC hardware Support and Services
- Peripheral Support and Services
- Infrastructure Services
- LAN
- Server Support and Services
- Service Desk Service
- System Security
- Internet Access
- Microsoft Office Standard

### **File and Domain Services (Per User) Seat (5 Year Refresh)**

The File and Domain Services Seat includes the standard domain controller (DC) configuration used at all schools and OCSD office locations for authentication to the OCSD domain, WINS, and DNS. The initial configuration is shown below:

#### **File and Domain Services (Per User) Seat**

#### **Support and Services**

- PC hardware Support and Services
- Peripheral Support and Services
- Infrastructure Services
- LAN
- Server Support and Services
- Service Desk Service
- Remote System Management
- System Security
- Internet Access

### **WAN (Wireless and Wired) Seat (5 Year Refresh)**

The initial configuration is shown below:

#### **WAN (Wireless and Wired) Seat**

- Router SFPs
- Long Range Media Converters
- Fiber
- Inter-facility leased or purchased land lines/fiber connections
- Internet ISP connections

#### **Support and Services**

- PC hardware Support and Services
- Infrastructure Services (WAN)
- System Security

### **Router Seat (5 Year Refresh)**

The initial configuration is shown below:

#### Router Seat

Hardware (OCSD is currently standardized with Extreme Networks)

- X695
- SSA-G1018-0652
- 5420F-48P-4XE
- 5420F-24P-4XE

#### Support and Services

- PC hardware Support and Services
- Infrastructure Services (WAN)
- System Security
- Device Management

### **Access Point Seat (5 Year Refresh)**

The initial configuration is shown below:

#### Access Point Seat

- Controller C5210
- Ap3825i
- Cloud AP510c
- Cloud AP410c
- Cloud AP650
- Cloud AP305c
- Cloud AP460S12C
- Ubiquiti NanoStation M2

#### Support and Services

- PC hardware Support and Services
- Infrastructure Services (WAN)
- System Security
- Device Management

### **Network Switch Seat (5 Year Refresh)**

The initial configuration is shown below:

#### Switch Seat

- B5G124-24P2
- B5G124-48P2
- D2G124-12P
- 5420-24-4XE
- 5420-48-4XE
- K10
- X440G2-12p-10G4
- X460G2-24p-G4
- X460G2-48p-G4
- X670G2-48x-4q

#### Support and Services

- PC hardware Support and Services
- Infrastructure Services (WAN)
- System Security
- Device Management



### **Cleartouch seat (5 Year Refresh)**

The Cleartouch Seat includes the initial configuration is shown below:

#### Standard Cleartouch Seat

- PC installed in device
- Must have management in console of selected display type if other than "Cleartouch" brand and must be approved by VRM

#### Support and Services

- Installation on Cleartouch stand
- Peripheral Support and Services
- Infrastructure Services
- LAN/WAN Network
- Help Desk Support
- Manage Cleartouch accounts and software for users

### **IP Camera – 180° Seat (5 year Refresh)**

The initial minimum configuration is shown below:

#### IP Camera – 180° Seat

- Indoor/Outdoor rated
- 12MP Sensor Resolution
- 30-days onboard storage
- Day and Night function

#### Support and Services

- Mounting and \*Network Connection
- Software Support
- Camera System Management
- System Training
- Service Desk Support
- Warranty Support

\*Includes connection to existing network infrastructure

\*\*Required conduit installation will be procured on a time and materials basis.

### **IP Camera – 360° Seat 5 Year Refresh)**

The initial configuration is shown below:

#### IP Camera – 360° Seat

- Indoor/Outdoor rated
- 12MP Sensor Resolution
- 30-days onboard storage
- Day and Night function

#### Support and Services

- Mounting and \*Network Connection
- Software Support
- Camera System Management
- System Training
- Service Desk Support
- Warranty Support

\*Includes connection to existing network infrastructure

\*\*Required conduit installation will be procured on a time and materials basis.

### **IP Camera – Dome Seat (5 Year Refresh)**

The initial configuration is shown below:

#### IP Camera – Dome Seat

- Indoor/Outdoor rated
- 4K Sensor Resolution
- 30-days onboard storage
- Day and Night function

#### Support and Services

- Mounting and \*Network Connection
- Software Support
- Camera System Management
- System Training
- Service Desk Support
- Warranty Support

\*Includes connection to existing network infrastructure

\*\*Required conduit installation will be procured on a time and materials basis.

### **IP Camera – Pan-Tilt-Zoom (PTZ) Seat (5 Year Refresh)**

The initial configuration is shown below:

#### IP Camera – PTZ Seat

- 5MP (2688 x 1944) Sensor Resolution
- Varifocal; motorized zoom lens
- 4.94mm–148.24mm Focal Length
- 30-days onboard storage
- Day and Night function

#### Support and Services

- Mounting and \*Network Connection
- Software Support
- Camera System Management
- System Training
- Service Desk Support
- Warranty Support

\*Includes connection to existing network infrastructure

\*\*Required conduit installation will be procured on a time and materials basis.

### **CCTV DVR Seat (5 Year Refresh)**

The initial configuration is shown below:

#### 24 or 48 port DVR Seat

- 30 days of Recording space
- Secure Remote Access
- HD recording quality
- Day and Night function

#### Support and Services

- Mounting and \*Network Connection
- Software Support
- Camera System Management
- System Training
- Service Desk Support
- Warranty Support

**SUPPORT MANAGED SEAT (Annual Renewal)**

For OCSD-owned equipment a Support Managed Seat will be provided by the Vendor that includes the above-mentioned Support and Services for device types below:

- Support Managed Desktop\Laptop Seat
- Support Managed Mac Desktop\Laptop Seat
- Support Managed Food Service Desktop\Laptop Seat
- Support Managed Chromebook Seat
- Support Managed iPad Seat
- Support Managed Security Seat (Alarm Panel, AI Phones, Access Control, Environmental Sensors)
- Support Managed Server Seat
- Support Managed Firewall Seat
- Support Managed Universal Power Supply (UPS) Seat
- Support Managed Cleartouch Seat
- Support Managed Cleartouch Seat

## **2.2 BASELINE SEAT SUPPORT AND SERVICE DESCRIPTIONS**

### **2.2.1 PC OR APPLE HARDWARE SUPPORT SERVICES**

This service provides for the repair of end users' PC and Apple desktop, laptop, or iPad computers and devices.

### **2.2.2 PERIPHERAL SUPPORT SERVICES**

This service provides for the support of OCSD-owned peripherals to include installation and verification of connections to the computer.

### **2.2.3 INFRASTRUCTURE SERVICES**

This service provides technical support services for active and passive infrastructure components used to transfer information between two points. Infrastructure includes, but is not limited to, cable plant, premise wiring, phone switch, routers, hubs, concentrators, Ethernet switches, and antennae.

### **2.2.4 INFRASTRUCTURE SERVICES (WAN)**

This service provides for the monitoring, management, and support of the WAN infrastructure.

### **2.2.5 LOCAL AREA NETWORK (LAN)**

This service provides for the monitoring, management, and support of the LAN infrastructure.

### **2.2.6 SERVER SUPPORT AND SERVICES**

This service provides for user access to file servers. It includes providing and maintaining file servers, administration of server and file access, and the proper administration of print services.

### **2.2.7 SERVICE DESK SERVICES**

Provide Service Desk contact, resolution, and tracking services for customer support of "Seats" for the following Vendor capabilities:

- Client communications systems services
- System hardware, system software, and application software
- Network infrastructure hardware and software
- "Steady State" equipment

The service also includes the generation of trouble tickets, providing customer and service providers with system status and alerts, and submitting unresolved problems to the appropriate internal or external service providers. The Vendor-provided Service Desk will be responsible for routing and tracking user requests for non-Vendor supported services to the appropriate service provider.

### **2.2.8 REMOTE SYSTEM MANAGEMENT**

This service includes utilizing a systems management software tool(s) for remotely managing the "Seat" environment, where applicable.

### **2.2.9 SYSTEM SECURITY**

This service provides an appropriate suite of security measures, both physical and system-based, to protect the OCSD environment. System Security includes but is not limited to:

- Detecting, containing, and eliminating virus infestations and malicious intrusion.

- Ensuring technical safeguards are maintained to provide controlled user access, and maintaining the integrity of electronic mail, applications, and user data.
- Maintaining positive software control including regular antivirus software updates.
- Reviewing firewall system/security logs for anomalies, Internet content filter/event logs, and alerts.

#### **2.2.10 INTERNET ACCESS**

This service includes the provisioning and support of Internet and browser-based intranet access. It includes external connections to the Internet, firewalls, virus or content filtering, and browser software support.

#### **2.2.11 UPS (UNINTERRUPTIBLE POWER SUPPLY)**

This service provides automated electrical power backup to specified hardware when the primary electrical power source fails.

#### **2.2.12 DEVICE MANAGEMENT**

This service provides for management and monitoring of network devices.

#### **2.2.13 INSTALLATION**

This service provides initial installation of computing, telephony, security and access control, and other supported hardware.

#### **2.2.14 REVENUE FROM SALE OF OCSD-OWNED SUPPORTED SEATS**

The OCSD will be allowed to use the Vendor's resources to sell seats owned by the OCSD and supported by the Vendor. The OCSD will receive all such revenue less negotiated Vendor collection and management costs.

#### **2.2.15 SHARED REVENUE FROM VENDOR FOR COMPENSATION RECEIVED TO PERFORM MAINTENANCE AND REPAIRS ON SEAT MANAGED AND SUPPORTED DEVICES**

The vendor will negotiate with OCSD a sharing of revenue that vendor receives from suppliers as part of vendor's compensation for performing maintenance and repairs on seat managed and supported devices.

### **2.3 Technology infrastructure refresh**

The Vendor will be expected to refresh (replace and upgrade) the OCSD's technology infrastructure on an ongoing basis to avoid technological obsolescence, and additional negotiations will be required to determine and agree on current technical requirements and trends. This includes desktops, servers, and supporting infrastructure equipment, as well as other information technology equipment.

### **2.4 lease obligations**

As part of this contract, the Vendor must assume all obligations and ownership of current Seat assets in order to sustain current operations with no disruption of services. This will include a required capital investment of approximately \$7,585,787.25 upon contract award.

Any furnishings, PCs, Cell Phones, tablets, vehicles, supplies, and similar items for use by the awarded Vendor's personnel on-site are the exclusive responsibility of the Vendor.

## **2.5 SECURITY AND CONFIDENTIALITY**

The OCSD's database systems contain private and confidential data that are subject to protection. The Vendor will be required to continue providing state of the art technology to safeguard the data and continue to upgrade as needed.

## **2.6 SPECIALIZED SERVICES**

### **2.6.1 MANAGEMENT OF THE VOIP SYSTEM OCSD-WIDE**

Telephony (VOIP Systems) engineering, installation, and support services

#### **2.6.1.1 TELECOMMUNICATIONS (TELCO) TASKS**

OCSD requires the following Telco Tasks to be performed as specialized services:

- Security Camera engineering, installation, and support services
- Security Alarm engineering, installation, and support services
- Structured Cabling engineering, installation and support services
- Access Control engineering, installation, and support services
- Vehicle Gate Support including Hardware (gate, motor, control panel, sensors), Remote Access Salto Long Range Reader, Controllers, Video intercom system), Network infrastructure (Network cabinet, switch, fiber connection)

### **2.6.2 CLOUD SUPPORT SERVICES**

OCSD requires the following Cloud Support Services:

- Administer and maintain the Microsoft Azure cloud computing platform as well as several SaaS productivity and storage applications including, but not limited to, Google G-Suite and Microsoft 0365
- Azure Enterprise and registered Cloud applications SSO support
- Azure security and access policies
- Azure Active Directory Support in a hybrid configuration utilizing Microsoft ADConnect
- Full-spectrum web development services utilizing Apptegy's AWS cloud infrastructure and Thrillshare Content Management System
- Exchange Online Email and Email Archiving support services
- Rubrik backup management
- Microsoft Copilot management assistance.

### **2.6.3. PHYSICAL SECURITY SYSTEMS INSTALLATION, INTEGRATION, AND MAINTENANCE SERVICES**

OCSD requires installation, integration, and expedited maintenance support services for security equipment including vehicle gates, security cameras, panic buttons, access control equipment, and security alarm systems.

### **2.6.4 E-RATE ORDERS**

OCSD requires engineering support to assist with determining appropriate network equipment required to support OCSDs current environment and future refresh planning. Installation of all network equipment will be within E-Rate specified timelines.

## **2.7 PERFORMANCE PENALTIES**

The OCSD Vendor performance penalties for failure to meet contract requirements will be negotiated using Service Level Agreements as the basis for performance metrics wherever possible.

## **3 BASELINE TECHNICAL CONFIGURATION AND REQUIREMENTS**

### **3.1 CURRENT TECHNICAL ENVIRONMENT**

The OCSD is an interconnected school district utilizing Okaloosa County's fiber network to extend the OSCD network to the Sheriff's Real Time Crime Center and Okaloosa County Emergency Management Center. We provide district-wide email services, and real-time access to student grades for parents through the OCSD Focus Grades module. The OCSD is committed to offering the technological resources necessary for students to succeed in today's world of technology. The awarded Vendor will purchase all of the current hardware assets, deployed as a part of the Seat Management program, from the existing IT Outsourcing company and assume all leases to the OCSD as part of an asset transfer in this Seat Management contract. The OCSD requires that the manufacturers of future equipment supplied as part of Seat Management meet the following qualifications:

#### **3.1.1 DESKTOPS, SERVERS AND STORAGE**

See Section 2.1 of this document.

##### **3.1.1.1 WEB SERVERS AND EMAIL SERVERS**

The OCSD requires comprehensive web server and email server support. In 2022, The OkaloosaSchools.com website was transitioned from Drupal to Apptegy's Thrillshare Content Management System (CMS). The transition to the Thrillshare platform has allowed the OCSD to utilize Apptegy's AWS Cloud Infrastructure and retire the physical web server.

The OCSD has standardized on Microsoft Exchange Online as its email repository and scheduling tool.

##### **3.1.1.2 DESKTOPS**

The desktops will have the Microsoft Windows 10 or later operating systems.

##### **3.1.1.3 FIREWALL, FILTERS, AND PROXY SERVERS**

The OCSD has standardized on Fortinet Fortigate Model 4201F in a High Availability pair. A Fortinet Authenticator is utilized in addition to a Fortinet Reporting server.

##### **3.1.1.4 PERIPHERAL OPTIONS**

All peripherals must be able to attach to, and be supported by, the specifications outlined in the preceding workstation tables and server requirements.

Examples include but are not limited to: Disk drives, Thumb Drives, Cell Phones, Interface Cables, Monitors, Digital Cameras, Smart Boards, and scanners.

##### **3.1.1.5 LAN ELECTRONICS**

The OCSD owns routers, switches, and wireless access points. The Vendor will provision and install all OCSD procured network devices.

The OCSD will maintain ownership of the physical plant but will require the Vendor to provision necessary network edge equipment, management software, and personnel to manage the network on an ongoing basis at a mutually agreed upon level of service. RFP Proposers are encouraged to respond in their proposals as to how they can help the OCSD accommodate this future service requirement.



### **3.1.1.6 PRINTERS**

Printer support is to be included as an integral part of all managed seats. Printer support includes, unboxing, initial set up and installation, network printing set up, and troubleshooting. The OCSD reserves the right to discontinue any or all printer services under the awarded contract.

#### **3.1.1.6.1 OWNERSHIP OF PRINTERS**

Ownership of printers will be maintained by OCSD due to their relatively low cost. The OCSD expects the Vendor to install and set up these printers for operation, including connection to the workstation or network.

#### **3.1.1.6.2 SUPPORT OF PRINTERS**

The OCSD expects the Vendor to provide support services to include installation of drivers and connection/ setup, LAN-based IP printers, and troubleshooting of print operations, to include network attached digital copiers.

NOTE: Excluding consumables (toner)

### **3.1.2 IOS DEVICES (APPLE)**

Apple devices running IOS are required to be updated to the most current IOS version available or capable by the device. IOS version updates are required to be approved by the OCSD to ensure no testing or software conflict exists.

## **3.2 SPECIALIZED REQUIREMENTS**

The Vendor shall provide a method of obtaining services, equipment, and/or personnel to support OCSD needs on a temporary and/or exceptional basis, for example, need for systems to support a school or OCSD function or public presentation. The Vendor shall make such services available on a time and materials basis as provided for in the Vendor's cost proposal.

### **3.2.1 REPORTING**

As the technology Vendor for the OCSD, the Vendor shall provide reporting to the OCSD on both a regular and "as needed" basis. As the OCSD is a public entity, any data stored on behalf of the OCSD by the Vendor is subject to a report request. The awarded Vendor should plan on reporting as a service included as a part of the support costs of the seats.

Some examples of reporting required in the past:

- Email, including email address data, public records requests, etc.
- System Usage Data
- Internet Filter Data including internet history, blocked sites, reporting, etc.
- Other reports as necessary

## **3.3 TECHNICAL SUPPORT REQUIREMENTS**

### **3.3.1 BACKUP LAN DATA**

The Vendor will backup and archive LAN data according to defined archival and data retention schedules. Ensure that:

- Archived data is retained according to application specific requirements;
- Archived data can be restored from archive files in accordance with Minimum Acceptable Service Levels (MASL)s for file restoration; and
- Archived data is available for use in Disaster Recovery operations.

### **3.3.2 DAILY DATA BACKUP**

- Provide data backup for administrative users.
- Must provide backup of files on district administrative user machines (to include "My Documents" and Email PST).
- Backups to be placed in the cloud unless requested otherwise by end user (i.e., backup to user provided external drive).

### **3.3.3 PROVIDE CHANGE MANAGEMENT**

The Vendor will ensure that planned modifications to LANs conform to the requirements of a Change Control system and procedures.

### **3.3.4 PROVIDE DISASTER RECOVERY**

The Vendor will be required to develop, document, and maintain a district-wide IT Infrastructure Disaster Recovery plan that provides for recovering the OCSD's systems within established recovery requirement time frames, should a disaster affect District processing, holding any contracts for hot-site or cold-site availability, coordinating Disaster Recovery exercises to assure readiness, and performing the recovery, when required.

The Vendor will ensure the ability to recover LAN systems as part of a comprehensive disaster recovery strategy. This includes developing and maintaining LAN disaster recovery procedures, performing tests of those procedures, and ensuring availability of LAN recovery location(s).

### **3.3.5 PROVIDE SYSTEM ADMINISTRATION**

The Vendor will administer initial user passwords and network access rights on all managed "Seats" and "Steady State" systems, define new users, access, and perform password resets, as needed, etc.

### **3.3.6 MANAGE RESOURCE USAGE AND CAPACITY PLANNING**

The Vendor will proactively monitor local server and network resource usage; to plan for growth and to identify potential system resource limitations. Provide sufficient resources at all times to handle the OCSD's computing needs. Provide or upgrade, and configure system and network hardware, to support the OCSD's resource needs due to migration from legacy platforms to client/server technology, and growth in usage of the OCSD's network-based applications. Coordinate resource usage with Applications deployment to ensure performance in accordance with MASLs.

### **3.3.7 MANAGE NETWORK PERFORMANCE AND AVAILABILITY**

The Vendor will monitor LANs and maintain availability in accordance with the MASLs. Continually monitor all systems, disks, queues, memory, etc., to determine if the OCSD's systems and LANs are performing properly. Execute performance management functions as they relate to resource usage. Modify system parameters to resolve application performance problems that manifest in system response times. Take steps necessary to ensure that applications perform at an optimal level, including adding hardware, or upgrading hardware or the network infrastructure.

### **3.3.8 WAN/LAN 3<sup>rd</sup> PARTY COMMUNICATIONS**

Where necessary, the Vendor will maintain direct communication with third party network and or internet providers to ensure that the OCSD's network remains operational 99.999% of the time.

### **3.3.9 SOFTWARE ADMINISTRATION**

The Vendor will maintain software license compliance and availability. The Vendor is to ensure that the OCSD maintains compliance with its use of all licensed software.

#### **3.3.9.1 MAINTAIN NETWORK OPERATING SYSTEM SOFTWARE**

The Vendor will maintain current versions of server operating system software, including service pack releases and hot fixes. Coordinate maintenance and release upgrades with the OCSD in accordance with the MASLs.

### **3.3.10 SECURITY ADMINISTRATION**

#### **3.3.10.1 ENSURE NETWORK AND SYSTEM SECURITY**

The Vendor will ensure appropriate security methodologies (e.g., firewalls) exist at all points of public and remote access. Implement accepted security assessment recommendations, and monitor for unauthorized access, including "Key Capture". Through network management software, ensure compliance with established OCSD policies and procedures. Provide immediate alerts to the OCSD upon detecting any violations.

#### **3.3.10.2 DISTRICT-WIDE VIRUS PROTECTION PROGRAM**

The Vendor will manage a district-wide virus and malware management program for all OCSD LANs, servers and network-attached desktops. Configure virus management system to automatically perform system and component isolation, and initiate virus repair and removal on all devices. Maintain virus protection software at Vendor's current release levels in accordance with MASLs. Immediately notify the OCSD upon detection of any virus. Assist and support the OCSD with a virus and malware awareness training program.

#### **3.3.10.3 CERTIFIED NIST CYBERSECURITY**

The Vendor will work with the OCSD to develop, maintain, and support NIST Cybersecurity Framework of computer security guidance for how private sector organizations in the United States and around the world can assess and improve their ability to prevent, detect, and respond to cyber-attacks. This will be part of the OCSD district-wide guidelines and/or policy for data protection. The Vendor will maintain a Certified NIST CSF LI certification and work with OCSD to develop, implement, and manage our entire cyber environment within the OCSD.

## **3.4 ASSET MANAGEMENT**

#### **3.4.1 ASSUME EXISTING HARDWARE AND SOFTWARE REQUIREMENTS**

The Vendor will take over responsibility for ownership or leased assumption (as applicable), management and maintenance of existing hardware, and system software licenses, contracts and leases (see section 7 Business Proposal Requirements).

#### **3.4.2 MAINTAIN AN ASSET MANAGEMENT INVENTORY**

The Vendor will create and maintain an up-to-date asset inventory system to identify, track, and report all Vendor managed assets. The Vendor will be responsible for the same requirements for all hardware, software, and LAN systems. All assets on OCSD property will be tagged with an OCSD asset tag. OCSD procedures and policies for Fixed Asset Inventory will be adhered to for moving and cataloging of assets.

#### **3.4.3 MAINTAIN CONFIGURATION DETAILS**

The Vendor will document LAN and server physical (e.g., hardware, cabling) and logical (e.g., segment numbers, addressing schemes) configurations. Create and maintain

diagrams of all LANs, and their interconnectivity. Maintain hardware diagrams to reflect currently installed hardware.

#### **3.4.4 MAINTAIN HARDWARE**

The Vendor will perform proactive maintenance activities on all network hardware, in accordance with manufacturer's specifications, to ensure optimal LAN operation. Maintain firmware in accordance with the MASLs. Scheduled maintenance must occur during time periods that will minimize disruption to the OCSD's production environment. Coordinate all maintenance changes through established change control procedures.

#### **3.4.5 ASSET REPORTING SERVICES**

The Vendor will provide periodic reports to support asset tracking, analysis, and strategic planning. The Vendor will allow the VRM to have electronic access and query capability to the asset databases on an ongoing basis. Asset tracking and inventory data must be provided to the OCSD, upon request, in a format compatible with populating and maintaining District-run asset repositories.

#### **3.4.6 CONFIGURATION CONTROL SERVICES**

The Vendor will maintain configuration control for the Vendor managed/provided environment. The Vendor shall be able to identify, track, and report on all Vendor managed assets. System configuration information to be tracked includes current hardware configuration, software versions, software license utilization, network identification information, and data communication system configuration. System architectures, "as-built" diagrams, and data communication system configurations shall be available for OCSD review and use upon request. A change control process must be closely maintained and adhered to in cooperation with the OCSD's Change Management and Configuration Management functions.

Lease data will be maintained accurately. Inventory metrics will be provided to the VRM through the monthly bill that outlines the site-by-site location of every asset.

### **3.5 END USER PLATFORM ENVIRONMENT MANAGEMENT "END TO END"**

The Vendor will procure, install, maintain, and administer Seat Management services for the OCSD. This includes procurement, product evaluation, installation, technical support, maintenance, hardware/software upgrades, moves, adds, and changes, and LAN administration for the PC environment.

The OCSD expects the Vendor to implement a standard suite of Microsoft Office software District-wide and maintain current releases and upgrades. The desktop environment includes all peripheral equipment such as printers, scanners, and other similar devices. The Vendor will be required to install, maintain and administer printers and scanners, and provide other non-programmable terminal services for the OCSD. This service includes installation, maintenance, hardware/software upgrades, and relocation of such equipment. Specifically, the Vendor will: (i) define, implement and maintain software and hardware configurations, including desktop operating systems and office software, deploy desktop devices, provide support for all desktop devices, including LAN-attached and standalone equipment, (ii) provide and manage any upgrades, moves, adds, changes and repairs of the desktop devices and attached peripherals; (iii) provide the Service Desk with procedures required to support the desktop devices; and, (iv) provide end-user access rights and controls including providing specific access rights to specific applications and data resources for users or user groups.

The OCSD expects the Vendor to implement device management software for all classroom devices. This includes all student and teacher devices currently in the OCSD environment. Examples of this would include teacher dashboards where classroom student devices can be viewed in real time. Classroom management tools that would allow the teacher to control tabs and apps in use during instruction time. Real time control over internet use by students at the District level, school level, and classroom level.

### **3.5.1 PROVIDE TOTAL EMAIL CONNECTIVITY**

The Vendor will ensure that applicable desktop users have email and calendaring capabilities with District-wide seamless operational capability. This will also include mobile devices.

### **3.5.2 UPGRADE OFFICE AUTOMATION SOFTWARE**

The Vendor will implement new Office automation software as needed. For example, updates to operating system, Internet Explorer, Chrome, and Microsoft Office.

### **3.5.3 FORECAST FUTURE NEEDS**

The Vendor will conduct joint capacity planning sessions in order to forecast hardware, software, and service requirements annually, by department and create the OCSD Technology Plan. Forecasts should be based on OCSD growth rates, equipment refresh rates, sustaining requirements, and other OCSD requirements. These forecasts are expected to be delivered to the VRM no later than February 1 of each year. This is to ensure adequate time for budgetary consideration of the plan prior to the start of the next school year.

### **3.5.4 RESEARCH NEW TECHNOLOGIES**

The Vendor will work with the OCSD to perform ongoing technology assessments and recommend new products and services to enhance the OCSD's operations. The OCSD retains the right to test any recommended product.

### **3.5.5 AI**

The Vendor will may be expected to manage AI resources for the OCSD. Vendors should include their AI knowledge and support of those programs in other School Districts / programs. However, use of AI for knowledge bots or other troubleshooting tools for employees of the OCSD to manage this contract should only be used with the express written permission of the Office of Seat Management.

## **3.6 SECURED SYSTEM REQUIREMENTS**

### **3.6.1 Security Support for OCSD**

The Vendor will provide district-wide systems security support. The Vendor's support shall be based upon the National Institutes Standards and Technology (NIST) Special Publication 800-53. Support will include planning and strategy for assessing and enhancing the OCSD's system security. The plan will include mitigation of risks associated with a Seat Management relationship.

The Vendor will develop and implement an extensive suite of security measures, both physical and system-based, to protect the school's environment. These measures will be effective in keeping school resources safe from theft, vandalism, computer viruses, hacker attacks, malicious "worms," and other destructive sources. The Vendor team supporting OCSD will comprise of senior technical staff trained in Internet and system security.

Working with the OCSD, the Vendor will provide a safe and secure environment for OCSD students, teachers, staff, and administrators by:

- Detecting, containing, and eliminating virus infestations and malicious intrusion
- Ensuring technical safeguards are maintained to provide controlled user access, and maintaining the integrity of, applications, and user data\
- Maintaining positive software control including regular antivirus software updates
- Reviewing firewall system/security logs for anomalies, Internet content filter/event logs, and alters

Virus detection and elimination is a multi-phased task. The school systems currently have software in place capable of recognizing malicious code and isolating or removing that contamination from the network.

Internet and intranet access results in numerous opportunities for security breaches. Operating systems, web interface applications, desktop security, and Internet filtering applications are only the beginning of ensuring that data remains secure. The Vendor will work with the OCSD to ensure effective Internet security is provided. User authentication standards are evaluated, and recommendations are provided to protect data from accidental or malicious alteration or destruction through but not limited to the following:

- Assess and Enhance System Security, Reduce Seat Management Risks
- Monitor for and Receive Notification of System Security Violations
- Informing OCSD of Security Violations
- Frequency of System Security Audits
- OCSD Involvement in System Security Audits
- Assessing OCSD Application Vulnerabilities and Security Risks
- Implementing and Supporting Encryption / Access Authentication Services
- Addressing Security Deficiencies
- Tools to Enable Centralized Security Monitoring and Provide Automated Alerts
- Software and Tools to Interface and Manage Intranet, Servers, and Firewalls
- Monitoring Unauthorized Attempts to Access Desktops

### **3.7 WEB DEVELOPMENT SUPPORT AND WEB ACCESSIBILITY COMPLIANCE**

#### **3.7.1 WEB DEVELOPMENT SUPPORT**

The OCSD requires comprehensive, full-spectrum web development services support for the OCSD's public facing website ([www.okaloosashools.com](http://www.okaloosashools.com)) and approximately 16+ individual school public facing websites. Experience developing, provisioning, and hosting websites and databases, as well as in-depth knowledge of the OCSD's infrastructure, and current web technologies and concepts is required to maintain and update the OCSD's existing websites. Web Development Support services to include:

- Monitoring and maintaining OCSD's web presence, ensuring websites are up to date and American with Disabilities Act (ADA) compliant.
- Creating and managing content on the OCSD website and 16+ individual school websites according to OCSD specifications.
- Attending OCSD events and School Board meetings as needed for content creation.
- Providing Content Management System (CMS) and website accessibility training to individual OCSD School Web Administrators.
- Serving as the CMS point of contact for individual school web administrators and help with user error or resolve technical issues.

- Working with OCSD stakeholders on website enhancement projects.
- Leading a multifunctional team in developing and delivering custom websites utilizing various updated and cutting-edge technologies.
- Leading concept development, requirements gathering, documentation, user interface development, content development, and deployment.
- Supporting content migration, functional Quality Assurance (QA) testing, and related implementation needs for website redesigns and deployments.

### **3.7.2 WEB ACCESSIBILITY COMPLIANCE SUPPORT**

OCSD is committed to ensuring that the OCSD's websites are monitored for accessibility compliance to fulfill the needs of individuals with disabilities. OCSD uses Apptegy's Thrillshare website platform (<https://thrillshare.com/>) which is designed to be ADA compliant and accessible to everyone. The OCSD Web Development Manager will hold a Certified Professional in Accessibility Core Competencies (CPACC) certification and oversee website accessibility for the district and individual school websites. A concerted effort will be made to provide website content that conforms to the WCAG 2.0 guidelines. Existing and new website content will routinely be audited for accessibility issues. In partnership with the OCSD, the Web Development Manager will post timely and accurate information on the website, taking into consideration if the manner and medium is appropriate to the significance of the message and the abilities of individuals with the disability.

## **3.8 Transition Plan**

In the event of a transition, during the due diligence period after award, the awarded Vendor must collect all of the information required to construct a transition plan in collaboration with the OCSD for moving from existing Seat Management environment to a new Vendor. Change Management must be an integral part of the Transition Plan in order to accommodate due diligence oversights, new requirements and evolving expectations during the transition period. The awarded Vendor must have an established and verifiable transition processes with demonstrated success in moving to Seat Management operations. It is desirable that the Vendor has ISO certification to provide assurance that past successes at other clients can be translated into a viable Seat Management Transition Plan for the OCSD.

Service level agreements will take effect after any transition is complete, and the performance metrics are verified. The awarded Vendor will meet the schedule agreed to in the Transition Plan unless the scheduled is revised/authorized through the Change Management process.

## **4 VENDOR SERVICE LEVEL AND TECHNICAL REQUIREMENTS**

### **4.1 OVERVIEW OF OPERATIONS SERVICE LEVEL**

The Vendor provided services are defined as a set of Seat Management characteristics (e.g., hardware and software, installation, maintenance, refresh, administration, network access, network availability, customer support, relocation, training). Specific combinations of the characteristics are grouped together, according to the OCSD's functional and performance requirements into one of several "service categories."

These Seat Management service categories are examples of the primary required SLA's:

- LAN & WAN Infrastructure and Remote Communications
- Server-Based Platforms
- End-User Platforms
- Software
- Printing Platforms
- Moves/Adds/Changes
- Systems Administration
- Customer Support & Service Desk
- Backup/Recovery (Including Rubrik)
- Operations Management
- Security & Business Continuity
- Other Peripherals

Server services provide institutional capabilities through the Vendor-supported servers at a fixed price per seat. Pricing for all requirements to provide these services is bundled into the fixed price per seat, including hardware and software acquisition and maintenance, network access/connectivity, and system administration. As stated above, each of the Services is defined with a set of IT characteristics. Most of these characteristics have more than one available option. The options generally define different levels of service appropriate to the function.

Each of the services bundled within a seat is defined in terms of characteristics that describe the level of that service. Several performance characteristics are common: initial support response time, resolution time, availability, and customer impact. These types of services also include, but are not limited to, hardware maintenance, system software maintenance, application software maintenance, service desk, moves/adds/changes, system administration, LAN services and maintenance, hardware technology refresh, and software technology refresh.

### **4.2 DEFINITIONS AND REFERENCE SECTION**

#### **4.2.1 "RESTORE TO SERVICE" SERVICE DEFINITION**

Provides standard maintenance services to restore a "seat" to operations including:

- System diagnostics and trouble shooting
- System and component maintenance
- Configuration changes, tracking, and documentation

#### **4.2.2 SYSTEM ADMINISTRATION SERVICE DEFINITION**

Provide system administration services. Depending on function and service level requirements, service options will vary to include some or all of the following: basic network security compliance; basic and enhanced security monitoring and management;



performance monitoring and optimization; problem tracking and error detection; account management; configuration management; and user support.

Administrative services will be a component of every service. These services include activities such as adding, changing or deleting user accounts, file access and permissions, network group maintenance, protocol administration and Network Security compliance, etc.

#### **4.2.3 HARDWARE AND SOFTWARE – MOVES, ADDS, AND CHANGES (MAC) SERVICE DEFINITION**

A request for hardware or software moves/add/change service is defined as a service delivery order and provides services to perform client requested hardware or software installation, de-installation, and reinstallation. Each service delivery order can request to move/add/change multiple client seats. Service delivery orders are independent of each other. Individual service delivery orders shall not be combined without the consent of the client. At the beginning of each school term, a substantial number of "MACs" may occur.

#### **4.2.4 SHARED PRINTING SERVICE DEFINITION**

Provide access to the shared network printing devices.

#### **4.2.5 HARDWARE AND SYSTEM SOFTWARE MAINTENANCE SERVICE DEFINITION**

Provide standard hardware and software maintenance services for the computer hardware system (CPU, Memory, Monitor/Keyboard/Mouse and designated peripherals) and system software including the operating system, security software and appropriate middleware (communications software, Operating System (OS) services, application services and system management services). Software patches are modifications to the software that provide security and bug fixes. This does not include services associated with Software Technology Refresh.

#### **4.2.6 DATA BACKUP AND RECORD RETENTION SERVICE DEFINITION**

Provide the following performance delivery on Vendor supported servers. OCSD reserves the right to verify performance requirements. The Vendor shall provide LAN services required to meet the performance delivery requirements.

##### **4.2.6.1 APPLICATION AND SYSTEM BACKUP RETENTION SCHEDULES**

Microsoft Azure Backup has replaced previous backup methods. Backups are real-time and are retained on on-premise servers for 30-days and includes regular snapshots (1 per 24 hour).

#### **4.2.7 END USER (SEAT) PLATFORM SERVICE DEFINITION**

Provide services to ensure appropriate computer platform hardware (e.g., processor, memory, disk, network interface card) and system software (e.g., operating system, software, network operating system, and LAN) is available to the specified "Seat". Services include requirement analysis, hardware and system software platform acquisition, testing, verification, and installation in accordance with the specific technology refresh cycles.

Each platform shall meet or exceed the minimum configuration recommended by the software manufacturer for the software installed with each seat. All components of the standard software load shall be capable of correct simultaneous execution and mutual interaction on each seat's platform. See technical requirements section for further details.

#### **4.2.8 FILE AND PRINT SERVICE DEFINITION**

Provide access to shared file servers for "Seats" and/or workgroups. The Vendor shall restore files from backup at the user's request within 8 business hours. The OCSD and the

Vendor will establish the amount of server file space allocated per user. Additional space will be allocated for shared use for department, school, or district-wide common storage areas.

#### **4.2.9 LOANER POOL MANAGEMENT SERVICE DEFINITION**

Provide management of seats as "Loaners". This is equipment which is for temporary use during repair of primary equipment, or for an employee traveling for OCSD related work and for special projects. The Loaner shall have a similar Seat configuration appropriate to the user.

#### **4.2.10 INTEGRATED CUSTOMER SUPPORT AND SERVICE DESK SERVICE DEFINITION**

Provide Service Desk contact, resolution, and tracking services for customer support of "Seats" for the following Vendor capabilities:

- Client communications systems services
- System hardware, system software, and application software
- Network infrastructure hardware and software
- "Steady State" equipment

The service also includes the generation of trouble tickets, providing customer and service providers with system status and alerts, and submitting unresolved problems to the appropriate internal or external service providers. The Vendor-provided Service Desk will be responsible for routing and tracking user requests for non-Vendor supported services to the appropriate service provider.

### **4.3 SERVICE LEVEL REQUIREMENTS SECTION**

#### **4.3.1 WAN SERVICE LEVEL REQUIREMENTS**

WAN services are to be provided as a separate service category. Pricing requirements for these services, including all data communications and infrastructure support, are bundled into a fixed price. WAN services are to be available on a per seat basis and to employ a "seat" model similar to the end user platforms.

This service will provide the design, installation, testing, documentation, repair, adds, moves, and removal of networking devices between buildings required to provide WAN connections. The use of existing standardized configurations shall be offered and encouraged. However, this service shall include the creation of a new standardized configuration if necessary. This new configuration would then become part of the inventory of existing standardized configurations.

Hardware Standards: The cost of network equipment support should include any required fees to enable standard firmware/software upgrades and hardware maintenance.

#### **4.3.2 LAN DESCRIPTION SUMMARY**

Provide all services (end-user site and infrastructure) required to provide LAN access of the prescribed service level. LAN services shall meet or exceed the performance requirements. Services include:

- Connection of a given, properly configured "Seat" to the LAN
- Verification of operation

- Installation and verification of communications-oriented system software (if not provided under System Provision service)

Includes: Vendor-supported data communications services, LAN administration and control of any and all services required to deliver LAN operations, remote LAN services, network services (Domain Name Services (DNS), Windows Internet Naming Services (WINS), etc.), Internet Protocol (IP) address management, LAN security, and administration. This includes replacements and upgrades of associated equipment (e.g., repair and replacement of routers and switches).

Note: All LANs have a Move, Add, Change SLA and a Restore to Service SLA. See Attachment B, Service Level Agreement.

#### **4.3.3 WAN INFRASTRUCTURE SERVICE LEVEL DEFINITION SUMMARY**

This service will provide the design, installation, testing, documentation, repair, adds, moves, and removal of regulated carrier circuits and network equipment between buildings required to provide WAN connections.

The use of existing standardized configurations shall be offered and encouraged. However, this service shall include the creation of a new standardized configuration if necessary. This new configuration would then become part of the inventory of existing standardized configurations.

Hardware Standards: The Vendor will install only network equipment currently being manufactured. The cost of network equipment support shall include any required fees to enable standard firmware/software upgrades and hardware maintenance.

Note: The WAN has a Move, Add, Change SLA and a Restore to Service SLA. See Attachment B, Service Level Agreement.

### **4.4 SERVER-BASED PLATFORM SERVICE LEVEL REQUIREMENTS**

Provides the services to ensure appropriate computer platform hardware (e.g., processor, memory, network interface card, etc.) and system software (e.g., operating system, and middleware) are available to the specified server type. Services include requirement analysis, hardware and system software platform acquisition, testing, verification, and installation in accordance with the specific technology refresh cycles.

These services allow access to business-critical applications. These services shall include implementation of the server as well as installation of the client software.

EXAMPLES OF PLATFORMS WOULD BE:

Intel-based platforms with either Windows based Operating System.

#### **4.4.1 REQUIRED SOFTWARE**

- Operating System (Current Windows version)
- Backup/Restore
- Uninterruptible Power Supply (UPS) software to shutdown server
- Anti-virus
- TCP/IP network protocol enabled
- Dynamic Host Configuration Protocol (DHCP) services enabled as required

- Simple Network Management Protocol (SNMP) Monitoring Tools

#### **4.4.2 SERVER BASED SOFTWARE DEPLOYMENTS**

The Vendor will be required to deploy OCSD server-based software. Installations of more than 25 systems will be considered a special project and completion deadlines and SLAs will be determined by the VRM.

#### **4.4.3 SYSTEM ADMINISTRATION**

Vendor will provide full security and administration of all applications, directories, and user accounts.

#### **4.4.4 NETWORKING PROTOCOL REQUIREMENTS**

This service shall support only the TCP/IP network protocol. TCP/IP may be used over any connection (LAN, WAN, Remote Access, or Internet).

#### **4.4.5 DATA BACKUP AND RESTORATION SERVICES**

Service Description: Provide backup and restore services for server disk storage. Provide the capability to restore files and directories within the established timeframe (SLA) of request for files and directories changed more than 1 day before and no older than 30 days.

#### **4.4.6 WEB SERVER SERVICES**

Functionality: Provides World Wide Web (WWW) server support. This includes the hardware, network connection, system software and support, web server software and support, and back-end database connectivity and necessary infrastructure to support OCSD's initiatives. Manages the OCSD's website [www.okaloosaschools.com](http://www.okaloosaschools.com).

#### **4.4.7 APPLICATION SERVER SERVICES**

Functionality: Provides Application server functions. This includes the hardware, network connection, system software and support, server software and support and environments needed to support the OCSD's applications.

#### **4.4.8 DATABASE SERVER SERVICES**

Functionality: Provides database server functions. This includes hardware, system software and support, server software and support, network connection, and operations support to fulfill the OCSD's database requirements.

#### **4.4.9 FILE STORAGE AND PRINTING SERVICES**

Functionality: Provides File Server functions. This includes the hardware, network connection, system software and support, and server software.

#### **4.4.10 EMAIL SERVER SERVICES**

Functionality: Provides Exchange email services to applicable to OCSD users.

##### **4.4.10.1 EMAIL SERVER RETENTION SERVICES**

Functionality: Provides Exchange email backup services to applicable OCSD users for a 10-year time period. Note – The OCSD intends to transition from MailMeter email Backup to Microsoft. Assistance with this transfer is expected.

##### **4.4.11 NETWORK PERFORMANCE THRESHOLD AND CHARACTERISTICS**

- The OCSD requires high network availability to support testing, security, and administer educational curriculum.
- The Vendor must demonstrate the capability and intent to manage an Institutional Network.

#### **4.4.12 CAPACITY UPGRADE THRESHOLD**

The OCSD requests that server storage capacity be automatically upgraded an additional 10% capacity whenever storage exceeds 80% of disk capacity. This upgrade can happen up to 2 times a year with no additional cost.

### **4.5 END USER PLATFORM SERVICE LEVEL REQUIREMENTS**

This service provides managed computing platforms that can be connected to computing resources through a local or wide area network, or through remote access services. This service shall be capable of delivering different types of computers based on "Seat" requirements.

The use of existing standardized configurations shall be offered and encouraged through the use of the Vendor's services catalog. However, this service shall include the creation of new standardized configurations as necessary. Any new configuration would then become part of the Vendor's services catalog.

#### **4.5.1 REQUIRED SOFTWARE**

The Vendor will maintain a standard desktop image for OCSD. The following software shall be included with the platform:

- Operating system, Windows 10, including all drivers, other enabling software and current Microsoft Office software.
- Any Vendor-specific hardware or machine support software such as diagnostics or configuration tools.
- A systems management software tool for remotely managing the "Seat" environment, where applicable.
- Web browsers where required by client).
- Anti-virus software
- Adobe Acrobat Reader, latest edition
- ClassLink shortcut for OCSD personnel

#### **4.5.2 ADAPTABILITY**

The Vendor must plan for and recommend quarterly updates to the hardware configuration, in conjunction with manufacturer's product life cycle. Periodic reviews of the current hardware configuration will be conducted and may result in changes as approved by the OCSD's Vendor Relations Manager. This would only affect new units being deployed; existing units in production will eventually be replaced with the current new model through a technology refresh program. The Vendor will review major hardware changes with the OCSD.

#### **4.5.3 NETWORKING PROTOCOL REQUIREMENTS**

This service must operate over the TCP/IP networking protocol and any other protocols that may be required by applications running on the platform.

The awarded Vendor will also be required to maintain an accurate list of every system's MAC address (seat and support) on the network.

#### **4.5.4 DESKTOP**

This service must operate over the TCP/IP networking protocol and any other protocols that may be required by applications running on the platform.

#### **• DESKTOP SEAT DESCRIPTION**

**Functionality:** The client computer resources provide a standard desktop productivity "Seat". Functionality includes word processing, spreadsheet, presentation graphics, electronic messaging (email, calendaring, forms) Internet tools (WWW, browser, and collaborative tools) and anti-virus.

Platforms in this seat are capable of running the minimum standard office automation software package and the general-purpose business, school and administrative software and District provided application solutions at acceptable performance levels and meet or exceed the manufacturer's recommended hardware requirements for each of the software packages.

## **4.6 SOFTWARE SERVICE LEVELS**

This service provides, through a set of standard software packages, software and software related services to servers, desktops, and portable computing devices. This service shall also provide the ability to include District-owned custom software as needed. The service includes the provision of the software and regular upgrades, as well as the provision of optional or custom software to the client. Services are also provided to ensure that appropriate application software suites are available to the specific seat type. Types of service include requirement analysis, software product acquisition for testing, verification, and installation of Vendor supported software, in accordance with the specific technology refresh cycles. The Vendor shall provide the required application software to meet the functionality for word processing, spreadsheet, presentation graphics, electronic messaging (email, calendaring, and forms), Internet tools (e.g., WWW, browser, and collaborative tools) anti-virus, etc., as defined by OCSD standards.

The use of existing standardized packages shall be offered and encouraged through the use of the Vendor services catalog. However, this service shall include the creation of new software packages as necessary. Any new package shall then become part of the Vendor services catalog. The ability to easily add additional software packages is especially important to this service because of the wide variety of clients who may utilize the Vendor's services.

### **4.6.1 SOFTWARE LICENSING COMPLIANCE**

OCSD has licensing agreements with major software Vendors. Where existing District-owned software provides an existing licensed capability; the Vendor must employ these licenses on behalf of the client if so requested. However, Vendors must assume full responsibility for tracking and managing this software to include replacing the existing licenses when they expire along with assuming the cost of upgrades or version changes as stated in OCSD-owned license. This upgrade or version change cost will become part of the "Seat" price.

### **4.6.2 VENDOR SUPPORT OF OCSD-SUPPORTED APPLICATIONS REQUIREMENTS**

For Vendor-supported software on Vendor managed/provided Seats, the Vendor shall provide the full scope of services required by the OCSD. Vendor supported software systems include: OCSD standard commercial off-the-shelf (COTS) software loads identified; Client specific COTS software loads; all OCSD data communication services; and items purchased from the Vendor.

### **4.6.3 VENDOR SUPPORT OF OCSD-SUPPORTED APPLICATIONS REQUIREMENTS**

The Vendor will provide support to OCSD supported software on Vendor managed/provided seats/systems as identified below:

District supported software systems may include any District standard software loads supported by OCSD. The client will identify a point-of-contact (POC) to the Vendor for each software product in this category. The Vendor shall route and track all trouble tickets for District-supported applications to the OCSD identified POC for resolution.

## **4.7 MOVES, ADDS AND CHANGES SERVICES**

### **HARDWARE AND SOFTWARE – MOVES, ADDS, AND CHANGES**

Provide services to perform client requested hardware or software installation, de-installation, and re-installation. A request for hardware or software moves/add/change service is defined as a service delivery order. Each service delivery order can request to move/add/change multiple client seats. Service delivery orders are independent of each other. Individual service delivery orders shall not be combined without the consent of the client.

## **4.8 SYSTEM ADMINISTRATION SERVICES**

Provides for system administration services. Examples of these services are:

### **4.8.1 Client Account Maintenance:**

Administration of user accounts -The adding, changing and removal of NT, Active Directory accounts, resetting of passwords, name changes, group and distribution list membership maintenance. This service is performed according to requests to the Service Desk.

### **4.8.2 File/System/Application Access:**

Maintaining the proper access security to servers, applications, and file folders. OCSD management authorizes access.

### **4.8.3 Security Monitoring:**

Provides for detection of unauthorized access to the network, servers, applications, and files. This also includes performing investigations into suspected violations of the OCSD's electronic communications policy (Acceptable Use Policy). Retrieve and provide documents and email in accordance with subpoenas and official requests, per email policy (see OCSD Email Policy at <http://okaloosaschools.com/>).

### **4.8.4 Performance Optimization and Reporting:**

Using industry standard tools, report on usage of resources. This would include disk storage, mailbox size and processor utilization. Monitor and tune server and workstation configuration for best performance.

### **4.8.5 Error Correction and Detection:**

Monitor for network and server failures. Correct failures as identified by Service Desk notification.

### **4.8.6 Troubleshooting and Client Support:**

Provide support for problems or questions identified through the Service Desk.

### **Backup File Retention:**

Retention of backed up data shall be in accordance with mandates required by Federal, State and Local ordinances, as well as policies established by the OCSD Clerk Records Management Division. Vendor will provide for an offsite storage facility at a separate physical location. Backed up data will be rotated to this facility on a daily basis.

## **4.9 CUSTOMER SUPPORT AND SERVICE DESK SERVICES**

The OCSD requires the Vendor to provide a customer support Service Desk to service, track and route requests for service and to assist end users in answering questions and resolving problems related to the equipment or applications installed as part of the IT Services. This Service Desk shall be the Single Point of Contact (SPOC) for all users of the OCSD's IT services. It becomes the central collection point for service staff contact and control of the problem, change, and service management processes. This includes both incident management and service request management. The Vendor's customer support Service Desk must integrate with the OCSD's internal support staff, external service providers and/or other agencies as appropriate.

For all OCSD IT services, the Vendor shall provide the following integrated customer support and help. At a minimum these services shall include:

- Establish a Service Desk as a Single Point of Contact for all OCSD provided services.
- Providing a toll-free telephone number for service calls. The phone number shall be available during defined Business Hours.
- Providing telephonic and/or electronic mechanisms for problem reporting requests for service, and status updates. These services shall be available during normal business hours with response consistent with the service level selected by the client, minimizing the amount of time it takes for a customer to report a problem to the Vendor or to resolve the problem over the phone.
- Routing of non-Vendor supported actions to the appropriate service provider within specified timeframe (SLA) after acknowledgement receipt of the trouble ticket of District-supported applications.
- Tracking of problems from initial call to restore to service. This includes problems redirected to non-Vendor service providers.
- Notifying users of problem status and resolution and allowing user to contact the service desk at a later time if they are unavailable to meet resolution during the time the user is available. Furthermore, allowing the user to contact the service desk or technician at a time that is convenient for them to seek resolution.
- Monitoring systems to proactively determine, diagnose, and resolve problems. This includes notifying customers and all service providers of known problems and alerts.
- Providing access to OCSD IT service offerings.
- Provide end user documentation and orientation of services provided.
- Provide reports that effectively summarize and communicate the performance and compliance with service levels defined in the OCSD's service level agreement (SLA) with the Vendor. The OCSD will have the ability to directly generate standard and ad hoc reports as needed.

### **4.9.1 PRODUCTS TO BE SUPPORTED**

The Service Desk must be able to fully support all "Seats" (Section 2.1) at agreed service levels for all applications provided by OCSD, whether the systems were initially developed or installed by the Vendor or if they were taken over as part of the existing environment.

### **4.9.2 AUTOMATED CALL TRACKING**

The OCSD requires the Vendor to have an automated information system that will track the history of calls and that will facilitate the development of standardized answers to commonly asked questions and solutions to common problems. The output of this system will track the timeliness of responses and assist the OCSD in trend analysis, planning, and determining where additional training may be required. This system must also provide other



management reporting as required by the OCSD. Access to the Vendor's automated information system will be provided to OCSD support staff.

#### **4.9.3 SERVICE DESK**

The Service Desk staff should answer questions, provide usage information, resolve issues during first contact, manage the process of resolving end-user incidents, record and escalate complaints, keep users informed of services and incident status, and escalate incidents to higher-level support groups when needed.

The Service Desk will provide Okaloosa County schools and administrative sites with professional, comprehensive technical support services via the application of processes, technology, and expertise.

The Service Desk is available Monday through Friday, excluding school holidays, starting at 6:00 AM and ending at 5:00 PM. Support for school holidays, after hours, and weekends will be provided on a case-by-case basis at the request of OCSD.

#### **4.9.4 Commencement of help desk services**

Help Desk services will begin with completion of the transition to the Vendor's services outlined in this RFP.

#### **4.9.5 Service level requirements based on industry standard “best practices”**

Service level requirements are based on industry standard best practices and shall adhere to the following criteria:

- Average Speed of Answer < 45 seconds
- First call resolution of 85% for calls within the Help Desk resolution capability
- Call Abandon rate < 6% for calls waiting > 45 seconds
- Cycle Time Rate > 95% of incidents within Help Desk resolution capability resolved within a cycle time of 24 business hours.

#### **4.9.6 Service level definitions**

**Average speed of answer (ASA):** The average time elapsed from the instant the call enters a queue until a qualified Help Desk analyst answers the call. The monthly average speed of answer will be calculated by taking the sum of the elapsed times to answer all calls, for the applicable reporting period, and dividing it by the total number of calls answered in that reporting period.

**Abandoned call:** A call received at the Help Desk phone switch that disconnects after an interval equal to the ASA has elapsed, but before being answered by the Help Desk analyst. The Call Abandon rate will be calculated by taking the total number of calls coded as a call abandon for the reporting period and dividing it by the total number of calls received in that reporting period.

**First Call Resolution:** A request that is resolved during the initial phone call to the Help Desk. Incidents requiring escalation or referral during the initial phone call are not considered within the Help Desk resolution capability. The first call resolution rate will be calculated by taking the sum of the total number of incidents coded as first call resolved for the applicable reporting period and dividing it by the total number of incidents within the Help Desk resolution capability for that reporting period.

**Cycle Time Rate:** The fraction of incidents resolved within specified cycle times that are within the Help Desk resolution capability. Incidents requiring escalation or referral are not considered within the Help Desk resolution capability. The Cycle Time Rate will be calculated by taking the sum of the total numbers of incidents within the Help Desk resolution capability, and resolved within the cycle time, for the applicable reporting period and dividing it by the total number of incidents within the Help Desk resolution capability for that period.

#### **4.10 SOFTWARE DISTRIBUTION SERVICES**

Vendors must propose an electronic software distribution (ESD) capability to be able to distribute software from a central site to all managed sites. Vendors must also provide an ESD solution to assist in the deployment of OCSD developed applications.

#### **4.11 NETWORK AND SYSTEM EVENT MONITORING AND MANAGEMENT SERVICES**

The Vendor will provide a management system that performs effective event/alarm/alert management.

#### **4.12 MONITORING AND TUNING SERVICES**

Vendors will provide a management system that measures, evaluates, and records status and performance information about the equipment provided as part of the Vendor provided services. Information obtained from the performance management facilities shall also assist in system tuning and capacity planning.

Equipment that is shared by many users, such as servers obtained through the File and Print Sharing service, must have considerable performance and event management capabilities installed. Vendors shall include examples of any existing procedures their organization currently uses. Server performance metrics shall include processor utilization, hard drive space utilization, and other critical operating system needs such as buffer space or swap space. The Vendor shall implement proactive procedures to address trends identified from performance and monitoring data. The management system will produce standard reports that are to be provided to designated OCSD contacts.

#### **4.13 SECURITY SERVICES**

Vendors must implement management systems and procedures that address the OCSD's security policies as they exist at the time of contract initiation and adopt any updated, revised or expanded policies that the OCSD implements during the life of the contract. Activities that must be addressed include user ID creation/deletion, password setting/resetting, creation of limited access shared space on servers, secured installation of assets, secured backup tape storage, destruction of data on failed hardware components (for example, data on a server hard drive that fails) and confidential data protection methodologies. The Vendor will also secure network resources against unauthorized access from internal or external sources.

##### **4.13.1 COMPUTER SECURITY SERVICE LEVEL REQUIREMENTS**

The Vendor must adhere to district-wide security policies. Additionally, the Vendor must adhere to any more stringent security policies adopted by the OCSD. All information processed, stored, or transmitted by Vendor equipment belongs to the OCSD, although the Vendor may own the equipment. By having the responsibility to maintain the equipment, the

Vendor does not acquire implicit access rights to the information or rights to redistribute the information. The OCSD must explicitly authorize access to information. The Vendor understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

#### **4.13.2 SENSITIVE INFORMATION SUPPORT**

Any information considered sensitive must be protected by the Vendor from unauthorized disclosure, modification, or access. Types of sensitive information that will be found on OCSD systems the Vendor may support or have access to include, but are not limited to: Federal Privacy Act information (FERPA), information subject to special statutory protection, including data with respect to children and family services, information on pending cases by Equal Employment Opportunity (EEO), labor relations, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, Health Insurance Portability and Accountability Act (HIPAA) data, Family Educational Rights and Privacy Act (FERPA) and Federal Tax information. Failure to protect data can result in immediate termination of the Vendor's employee responsible, and potentially termination of the Seat Management Contract.

#### **4.13.3 SECURITY RISK ASSESSMENT**

At the request of the OCSD during the planning phase, the Vendor shall have an initial security risk assessment conducted by an independent third party. The results of this assessment must be documented along with any mitigating controls and submitted to the OCSD for review. A decision to accept any residual risk will be the responsibility of the OCSD. The Vendor shall provide an updated, independent security risk assessment at least every three years or upon significant change to the functionality of the assets, network connectivity, or mission of the system, whichever comes first. The need for a new assessment based on significant change will be jointly determined by the Vendor and the OCSD's VRM.

If new or unanticipated threats or hazards are discovered either by the Vendor or OCSD, or if existing safeguards have ceased to function effectively, the discovering party will notify the other party immediately. The Vendor shall make appropriate risk reduction recommendations to the OCSD within five (5) working days and shall provide mitigating controls (within 30 working days). A decision to accept any residual risk will be the responsibility of the OCSD.

#### **4.13.4 PRIVACY AND SECURITY SAFEGUARDS**

The Vendor shall not publish or disclose in any manner, without the OCSD's written consent, the details of any security safeguards designed, developed, or implemented by the Vendor under this contract or existing at any OCSD location.

The Vendor shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all OCSD data and sensitive application software. For IT resources leaving OCSD use, applications acquired via a "site-license" or "server license" shall be removed. Damaged or obsolete IT storage media will be degaussed or destroyed.

#### **4.13.5 SECURITY INCIDENT REPORTING**

The Vendor shall promptly report to the OCSD any significant computer or network security incidents occurring on any systems. If an incident is confirmed, the Vendor shall provide all necessary assistance and access to the affected systems so that a detailed investigation can be conducted and solutions applied are documented. The Vendor shall track the number of security incident occurrences resulting in a user's loss of data integrity, denial of

service, loss of confidentiality or that renders the user(s) unproductive for a period of time. Security logs and audit information shall be handled according to evidence preservation procedures (Document available on District -Outsourcing WEB page.) Serious incidents or incidents that could possibly involve law enforcement will also be reported to the OCSD's Vendor Relations Manager or designee, as well as relevant law enforcement agencies.

For less significant incidents, the Vendor shall identify, track, and report the number of incident occurrences on a Vendor supported system. Incidents to be logged include, but are not limited to, scan, probe, isolated viruses, and unsuccessful penetration. The Vendor shall also track and report these instances as identified by users or system administrators of other systems. The Vendor shall regularly report these incidents to the client on a schedule to be negotiated upon award of the support contract.

The significance or seriousness of a security incident will be jointly defined by the Vendor and the OCSD's Vendor Relations Manager.

#### **4.13.6 MONITORING AND AUDIT**

Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the OCSD. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, and network security controls. To the extent that the OCSD deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of government data, the Vendor shall afford the OCSD's representatives' access to the Vendor's facilities, installations, technical resources, operations, documentation, records, databases and personnel.

### **4.14 BUSINESS CONTINUITY MANAGEMENT SERVICES**

The Vendor will develop a Business Continuity and Management program to ensure that IT resources supporting OCSD business processes are protected. The program will be an ongoing process which must include both preventive and preparedness measures in case of a business interruption.

Vendors will provide management policies and procedures to address the development, maintenance, and testing of business continuity and recovery plans for the services being provided. Plans shall include the technology infrastructure that ensures the continued operation of critical business functions when business services are disrupted or otherwise unavailable. Subjects that must be addressed include: risk assessment and control, business continuity alternatives, emergency response, communication plans, and overall business recovery plan maintenance.

### **4.15 VENDOR SERVICE CATALOG**

The Vendor will provide a catalog of the bundled products and services. These items are to be provided and priced individually per Seat. Orders from this catalog shall indicate the price of the basic Seat (e.g., Seat menu). The catalog will be provided to Vendor Relationship Manager. Where appropriate, catalog items shall be offered and priced in multiple categories. The OCSD may request pricing in any categories that are not priced by the Vendor. Additional items may be added to the catalog by the Vendor or at the request of the OCSD. Vendor additions to the catalog shall have prior approval by the OCSD. The OCSD reserves the right to remove items from the catalog.

Vendors will provide with their response a sample Administrative Procedures Manual (APM) subject to the OCSD's editing/approval for format and content. This APM, in both electronic and hardcopy format, will be distributed throughout the OCSD agencies to facilitate education and awareness of the services provided and the procedures for requesting services. Within 30 days of the time of execution of an acceptable contract, Vendor will provide the OCSD with a tailored APM for use with the contract. The OCSD will edit/review/approve the draft APM expeditiously and return it to the Vendor for final printing. The procedures manual will be reviewed and updated on an agreed upon schedule.

#### **4.17 PROVIDE DISASTER RECOVERY**

The Vendor will be required to develop, document and maintain a district-wide IT Infrastructure Disaster Recovery plan that provides for recovering the OCSD's systems within established recovery requirement time frames, should a disaster affect OCSD processing, holding any contracts for hot-site or cold-site availability, coordinating Disaster Recovery exercises to assure readiness, and performing the recovery, when required.

The Vendor is to ensure the ability to recover LAN systems as part of a comprehensive disaster recovery strategy. This includes developing and maintaining LAN disaster recovery procedures, performing tests of those procedures, and ensuring availability of LAN recovery location(s).

### **5 VENDOR PERFORMANCE METRICS AND MANAGEMENT**

The Vendor is to assemble and create monthly reports on the performance of Seat Managed functions, in order to assist in the effective management of the Service Agreement and enable continuous improvement of the in-scope services that the OCSD receives. Reports must be compiled and distributed to the OCSD's management in an agreed upon electronic format. Reports must be compiled and published on all functions, including performance, MASLs, cost management, and sub-contractor relationships on a District-wide and department-level basis. These reports must include the measurement of the Vendor actual performance against the required service levels. The OCSD expects the Vendor to accommodate OCSD management's decisions on reporting formats, content, and frequency. The Vendor is to implement a management communications structure to facilitate reporting issues between the Vendor and the OCSD and, to address and resolve concerns escalated either by the Vendor or the OCSD. Routine meetings and reporting processes must be defined to ensure a smooth interface and timely resolution of issues. The OCSD's managerial and technical professionals will administer the OCSD's relationship with the Vendor and exercise the OCSD's retained authorities. The OCSD will define interfaces as appropriate, such that OCSD single points of contact are defined for each service obtained from the Vendor. The OCSD requires a single interface to coordinate the delivery of all services from the Vendor. The OCSD will not resolve issues or disputes between Vendor personnel and any sub-contractors retained by Vendor. For operational services such as problem resolution, Service Desk inquiries, desktop software procurement, and the like, there must be routine and continuous interaction between the Vendor employees and the OCSD's end-user community. This operational interface will determine the satisfaction of the OCSD's employees with the services delivered by the Vendor. The Vendor is expected to continuously measure and improve its service delivery and the OCSD's employee satisfaction with those services.

#### **5.1 LEVEL 1 METRICS**

The Vendor shall calculate and report service delivery, availability, and customer satisfaction metrics for all Vendor Services provided to the OCSD. The Vendor shall use the same

information to create and report both quarterly and annual aggregations.

The Vendor shall meet or exceed the metrics specified in the Level 1 Metrics Table (below) for each service level classification. The Vendor shall calculate and report service delivery, availability, and customer satisfaction metrics for each functional area to each OCSD location. The Vendor shall use the same information to create and report quarterly and annual rollups. Desktop User Services availability percentage is calculated based on outages for Vendor provided services accessed through desktop seats. This includes Desktop Seats, Server Services, LAN Support Services, and Remote Communication Services. These matrices shall be made available to the OCSD or its agents.

**Level 1 Metrics Table:**

LEVEL 1	Service Delivery (%)	Availability (%)	Customer Satisfaction (%)
LAN Infrastructure Services	90	90	TBD
Remote Access	90	90	TBD
Server-Based Platform Services	90	90	TBD
End-User Based Platform Services	90	90	TBD
Software Services	90	90	TBD
Printing Platform Services	90	90	TBD

When the order is solicited, the OCSD will inform the Vendor of the baseline customer satisfaction metric. The Vendor, as part of the due diligence, will propose a set of goal metrics that will be evaluated and agreed to by the OCSD and included in the delivery order table. The OCSD will evaluate the proposed metrics to assess the degree When the order is solicited, the OCSD will inform the Vendor of the baseline customer satisfaction metric. The Vendor, as part of the due diligence, will propose a set of goal metrics that will be evaluated and agreed to by the OCSD and included in the delivery order table. The OCSD will evaluate the proposed metrics to assess the degree

## **5.2 LEVEL 2 METRICS**

The Vendor's specific metrics will augment or provide greater detail than Level 1 metrics and will identify key specific areas of interest (such as the measurement of proactive, Vendor discovered versus user discovered problems). These metrics will be specified by the Vendor and will be used to augment, validate, and ensure the completeness of the Level 1 metrics; however, regular reporting of Vendor specific metrics to the OCSD is not required. These metrics shall also be used to ensure the impartiality, effectiveness, and consistency of the overall metric gathering and reporting process.

## **5.3 LEVEL 3 METRICS**

The Vendor shall create a set of metrics, comprised of the previously reported Level 1 and Vendor specific metrics, which will allow for the evaluation of time-based trends. These matrices will illustrate OCSD service level trends over the previous three-month or greater period.

## **5.4 METRICS MEASUREMENT**

Collective Level 1 metrics from each of the locations will be reviewed monthly by the OCSD.

## **5.5 SERVICE DELIVERY METRIC**

Service Delivery shall measure, as a percentage, the frequency of action requests being responded to and successfully completed within the allotted time. An action request shall be considered successfully completed when the Vendor has correctly implemented the move/add/change request or the Vendor has successfully concluded a 'return to service' (where the problem is resolved by restoring the user's system to full service functionality and the user's data is accessible) within the time requirement specified in the Vendor Services.

## **5.6 AVAILABILITY METRIC**

For the availability metrics, the Vendor must record all scheduled and unscheduled outages, and the number of users affected for each service. The seat/system is considered available when the entire hardware and software configuration of the seat/system operates correctly at the subscribed service level. A seat is defined as unavailable when the Vendor discovers a problem or is otherwise notified of a problem (for example, a trouble ticket is generated). Vendors will explain their method or formula for computing availability.

Availability percentage shall be calculated as the percentage of time that the Vendor services are available and fully functional to the end user.

PDT = Prime Downtime: The downtime affecting Prime Time Vendor Services (in hours).

NPDT = Non-Prime Downtime: The downtime affecting Non-Prime Time Vendor Services (in hours).

PHP = Possible Hours during prime time: The total system availability period (in hours) during prime time.

PHN = Possible Hours during non-prime time: The total system availability period (in hours) during non-prime time.

SO = Scheduled Outages: Scheduled Outage during non-prime time (in hours).

## **5.7 CUSTOMER SATISFACTION METRIC**

Customer Satisfaction will be measured using commercial/broad industry-accepted practices and objective evidence based on a statistical approach specified by the Vendor and found acceptable to the OCSD (i.e., selected customer surveys, comment forums). The metric shall measure the user's determination of the accuracy, completeness, consistency, effectiveness, timeliness, and overall quality of the service provided by the Vendor. The primary measure is the percent of respondents who choose a score above the neutral level ('satisfied' or greater on an adjective scale, or above the mid-point on a numeric scale).

## **5.8 VENDOR SPECIFIC METRIC**

Vendor specific metrics will augment or provide greater detail than Level 1 metrics and identify key specific areas of interest (such as the measurement of proactive, Vendor discovered versus user discovered problems). These metrics will be specified by the Vendor and will be used to augment, validate, and ensure the completeness of the Level 1 metrics; however, regular reporting of Vendor specific metrics to the OCSD is not required. These metrics shall also be used to ensure the impartiality, effectiveness, and consistency of the overall metric gathering and reporting process.

These metrics shall be made available to the OCSD or its agents.

## **5.9 TREND METRIC**

The Vendor shall create a set of metrics, comprised of the previously reported Level 1 and Vendor specific metrics, which will allow for the evaluation of time-based trends. These metrics will illustrate the Vendor's service level trends over the previous three-month (or greater) period. These metrics shall be made available to the OCSD.

## **5.10 METRIC TERMS**

Availability is the amount of time the system(s), or the total system, is working such that the customer can use the managed seat in a normal and ordinary fashion.

Customer satisfaction is how pleased the user is with the services provided by the Vendor.

Downtime is the period of time when an end user's access to Vendor services is impaired. Downtime for each incident shall be the period of time between the reported time of failure and the time that the system is returned to the OCSD fully operational. Events not within the control of the Vendor will be evaluated by the OCSD and may not be calculated as downtime. If the OCSD defers the necessary repair of a system that has failed, downtime shall be suspended and operational use time shall accrue for the entire period that the OCSD defers the repair. If the Vendor repairs a failed system or component and there is a second, or subsequent, incident of the same failure within three (3) business days of the previous repair, the system downtime shall accrue from the first incident until a repair finally corrects the malfunction. If a platform or server service fails to meet the performance specifications it was delivered under as defined it shall be considered down.

Prime time is defined here as the OCSD's standard hours of operation: 6:00 a.m. to 5:00 p.m. CDT, Monday through Friday, excluding OCSD holidays.

Scheduled Outage is defined as maintenance, testing, or other Vendor-initiated activity that affects the user's ability to access services. If such outages are scheduled and the affected users are notified at least three (3) business days in advance and the outage does not take place during prime business hours, then the outage is considered as a scheduled outage. If outages due to maintenance or testing take place during prime business hours, then those outages shall be counted as downtime.

Total Users is defined as the total number of users that receive services through the Vendor.

Users Affected is defined as follows:

In the calculation of the number of users and seats affected by outages, no user and/or seat shall be counted more than once per hour of downtime even if more than one of their services is not available. The total number of users and seats affected shall not exceed the number of end users or seats for whom the Vendor provides services. If the number of users and seats affected cannot be measured with certainty, the Vendor shall estimate the number of users and seats affected using the rules below based upon the best information available, subject to OCSD approval.

- Connectivity Server, file, print, and related services - When a resource is impaired or not available, those end users that have access rights to that resource shall be counted as affected. If the resource is accessible to all end users by default, or to a majority of end users by default, then the number of users in the organization to whom the resource is primarily assigned shall be counted as affected.
- Connectivity Services (LAN Services) – If the connectivity outage affects a user's access to Vendor services, those users shall be counted as affected.



- Domain Name Services (DNS) – The number of users affected shall be the number of entries in the name spaces who receive communications services.
- Desktop Seats – The number of end users who use a Vendor-provided desktop seat shall be counted as affected.
- Server Services – The number of users affected shall be the average number of users accessing the services provided by the server per day.

### **5.11 MINIMUM ACCEPTABLE SERVICE LEVEL (MASL) REPORTING**

The Vendor is required to supply a report each month containing all information pertinent to the MASLs described in Attachment B. The reporting elements include the MASL category name, the MASL requirement, and the actual service levels achieved for the current month and previous 12-month period.

### **5.12 CONDUCT END-USER SATISFACTION SURVEYS**

Conduct end-user satisfaction surveys in accordance with processes and protocols to be established and agreed upon by the OCSD and Vendor.

### **5.13 PREPARE AND SUBMIT OTHER REPORTS**

The Vendor is to regularly report information that will contribute to continuous improvement, customer satisfaction and improvement management. Specific format and frequency of reports will be agreed upon during transition planning. However, it is anticipated that monthly and annual reporting will be required.

#### **Type of Service Desk call**

- By department
- By priority

#### **Percentage of Service Desk calls resolved within the defined timeframe**

- By department
- By priority
- By type of problem

#### **Percentage of calls answered within the defined timeframe**

- By department

#### **Average duration of calls**

- By department

#### **Percentage of calls abandoned**

- Top 5% of the most frequent Service Desk problems
- By department

#### **Total number of escalations**

- By department
- By type of problem
- By technology team

## 6 DEFINITIONS AND POLICY

**Authentication** - A security process designed to establish the validity of a transmission, message or originator or to verify an individual's eligibility to receive specific categories of information.

**Authorization** - The process of granting or denying access to system objects based on an individual or entities identities, roles or other qualifying characteristics (e.g., clearance level).

**Availability period** - The amount of time the system(s), or the total system, is functioning so that the customer can get work done.

**Cable Systems (Physical/Cable Plant)** - A site's operational and administrative inter-facility and intra-facility cable system. This includes loaded and unloaded twisted pair, multimode and single mode fiber, Cat 3, Cat 5, and Type 1 Premise Wire.

**Confidentiality** - Assurance that information is not disclosed to unauthorized entities or processes.

**Custom Applications** - These applications are software programs and/or systems developed specifically to perform an OCSD function. These applications are not available as a Commercial-off-the-shelf software product. A software development company, OCSD contractor, or OCSD employee may write the software.

**Customer Satisfaction** - Customer satisfaction is how pleased the customer is with the services provided by Vendor.

**Data Integrity** - Condition that exists when data is unchanged from its source and has not been accidentally or maliciously modified, altered or destroyed.

**Data Privacy** - Protect information from being disclosed or revealed to unauthorized entities (also known as confidentiality).

**Desktop Administration** - Services provided in the operation and maintenance of an individual's desktop computer or Seat. This includes services such as installation of a new system, hardware upgrades, relocation and removal of hardware, installation and upgrade of software applications and operating system. It also includes configuration of hardware and software, backup and restore, performance monitoring and tuning, problem tracking and error detection, needs assessment, procurement, disposal, and inventory management.

**Desktop Computer** - Distributed computing resource, either networked or standalone, consisting of a CPU, keyboard, monitor, and a screen manipulation device, such as a mouse. This typically includes PCs, Apple Macintoshes, UNIX based workstations, X-terminals and other terminals. This definition excludes mainframes, supercomputers and midrange computers.

**Desktop Configuration** - The hardware and software characteristics associated with a desktop computer (UNIX, PC, Macintosh, X-Terminal). Hardware characteristics include: CPU, RAM, and amount of disk storage, size of monitor, cards installed in the system unit, and devices attached directly to the system unit. Software characteristics include: identification of COTS application software in use on the workstation, operating system, and a description of any commonly distributed custom applications.

**Disentanglement** - To release from involvement or entanglement.

**Distributed Computing Services (Vendor)** – Also Vendor Services or Services. The set of IT services being provided by this contract.

**Distributed Software** - This is software utilized by the end user, either directly or indirectly, to do their work. The software may be resident on the desktop computer, or on a shared device such as an application server. Desktop software is divided into three types: operating system, utilities, and applications. Operating system software includes, but is not limited to, Windows 95, 98, NT, 2000, XP, MacOS, and UNIX. Utility programs perform functions such as disk management, file backup/recovery, file compression, memory management, security, and virus protection. Application programs encompass a wide variety of programs required by the end users to perform their work. Examples of programs in this category are word processors, spreadsheets, email, desktop publishing, programming languages, compilers, data base managers, and engineering tools.

**Downtime** - The amount of time when an end user's access to Vendor services is impaired. Downtime for each incident shall be the period between the time of failure and the time that the system is returned to the OCSD fully operational.

**Due Diligence** – The purpose of Due Diligence is for the Vendor to validate the inventory and environment portrayed during the master contract award and account for any changes, which have occurred between contract award and the client.

**Encryption** - The process of scrambling data in a highly controlled manner. After encryption, the data is unreadable. Before a recipient can read encrypted data, it must be decrypted or unscrambled. Encrypted data is sometimes referred to as cipher text; unencrypted data is sometimes referred to as plain text.

**Heterogeneous** – Environment in which platform architecture may differ within a given seat type.

**Homogenous** - Environment in which platform architecture is consistent within a seat type.

**Infrastructure** - The active and passive components used to transfer information between two points. Infrastructure includes, but is not limited to, cable plant, premise wiring, phone switch, routers, hubs, concentrators, Ethernet switches, and antennae.

**Internet Tools** - Commercial-off-the-shelf (COTS) software products that allow an individual to perform functions on the Internet, such as web browsing, file transfer, web server, and telnet.

**Interoperability** - The concept of having free and open methods to share data and IT services among different products of a similar functional capability. Interface standards are adhered to for the maintenance of service availability and consistent access methods. The use of proprietary features is discouraged. Functional categories for service for which OCSD has defined interoperability standards include: desktop systems; server systems; printing; network communications; word processing, spreadsheet and presentation applications; calendar and scheduling applications; application serving and license management.

**Local Area Network (LAN)** - Data network system used to provide connectivity within a Client's logical boundary. In most cases the extent of a Client's logical boundary can be defined by the service area associated with a given Client's assigned TCP/IP address space. This includes inter- and intra-building cable plant or fiber plant, institutional network connections, backbones, and any active or passive components required providing service from the desktop up to any non-Vendor, LAN or WAN/ISP interface.

**Moves, Adds, and Changes** - The de-installation, move, and re-installation of system hardware. This also includes installation of system software and catalog software when ordered.

**Malware** - Malicious computer software that interferes with normal computer functions or sends personal data about the user to unauthorized parties over the Internet.

**Network** - A collection of Local Area Networks under the administrative control of one organization (usually a Client). Networks typically use backbone technology to interconnect LANs and are themselves interconnected with the OCSD's WAN.

**Office Automation Software** - Software that is used across the district that automates office functions, e.g., Microsoft Office. This includes, but is not limited to, word processing, spreadsheet, presentation graphics, and electronic mail.

**PDA** - Personal Digital Assistant. A small, portable, usually hand-held computing device. An example would be a Palm Pilot.

**Peripherals** - Any piece of hardware connected to a computer; any part of the computer outside the CPU and working memory. Some examples of peripherals are keyboards, mice, monitors, printers, PDA's, scanners, disk and tape drives, microphones, speakers, joysticks, plotters, and cameras.

**Premise Wiring System** - This also known as structured wiring. Premise wiring is the physical component of a transmission system for distribution within a building. Current premise wiring systems are general systems that support a variety of communication standards. For the purposes of this RFP the premise wiring system refers to an organized array of cabling and documentation capable of meeting a wide variety of communications requirements including data networks

**Protocols** - Protocols are conventions and algorithms for the transmittal of information over the network. Protocols exist at various layers of the stack and are often used to perform a specific function, a unique network service or application. Service protocols work in conjunction with the transport protocols to complete the required function(s). Examples of service protocols are the Simple Mail Transfer Protocol (SMTP), Simple Network Management Protocol (SNMP), File Transfer Protocol (FTP), and hypertext Transfer Protocol (HTTP).

**Refresh** – ("Technology Refresh"), The periodic replacement of computer components, e.g., CPUs, processors, displays, operating systems, peripherals, LAN/WAN infrastructure, and software.

**Remote Access** - Logging into an OCSD computer system through a network or modem to execute a command or manipulate data on that system.

**Remote Communication** - The services that allow a remote user to connect with an address assigned out of the Client's internal assigned address space. Typical examples of this type of connectivity include: asynchronous modem/terminal server/dial-in service, Broadband, DSL, and some wireless modem services. An example of remote connectivity that does not meet this definition would be dialing in through a local or national ISP and connecting into a Client via the Internet. In addition, this capability can fill gaps in service until full functionality is restored.

**Return to Service** - The time required to resolve an OCSD problem returning the end user to functionality as specified in the Service Level Model.

**Scheduled Outage** - The maintenance, testing, or other contractor-initiated activity that impacts the user's ability to access computer services. A scheduled outage is not considered downtime if the outage is not during prime business hours and affected users have at least three days advance notice.

**Seat Management** – (OCSD) Seat Management is an integrated approach to delivering end user computing services under a single offering. By integrating the end user services under a single offering, OCSD is able to reduce their Total Cost of Ownership (TCO), improve productivity and return to doing what they do best, teaching students. As the name implies, OCSD will pay a fixed monthly lease price per Seat for the equipment and services they receive.

**Seat** – A Seat is a single user's ability to perform all tasks associated with computing and its output at expected performance levels while within OCSD's physical and virtual environment.

**Seat Managed Seat** – The invoiced lease of a Seat type (including bundled hardware and services). Invoicing either under capital improvement tax funds or general operating funds will be determined according to usage.

**Support Managed Seat** - The invoiced purchase of a Seat type, for support services only, from the Vendor to OCSD under general operating funds or other fund types (school food funds, special revenue funds, etc.).

**Security Systems** - Defined to be only those that directly support a given communication service. Examples of systems that would be included are: firewall, phone or fax encryption systems, authentication or certification systems, and WWW or email proxy systems.

**Server Administration** - Services provided in the operation and maintenance of server. This includes services such as installation of a new server and additional hardware, installation and upgrade of software applications and network operating system, and configuration of hardware and software. This also includes account management, backup and restore, performance monitoring and tuning, security monitoring, problem tracking and error detection.

**Service Level** - A unit used to identify characteristics and metrics that define a particular type of support to be provided by the Contractor. Multiple service levels may be needed for a type of service, such as hardware maintenance, to provide various degrees of support needed by a desktop computer user.

**Shared Peripherals** - These are peripheral devices available to the end user through a local area network. This includes printers, scanners, plotters, modems, CD-ROMs, etc.

**Software Release** - The date that a software developer makes their software product publicly available. This date is often used in determining when a software product is deployed to the computer desktop.

**Special Projects** – Special projects are projects that are within the technical requirements of the contract but based on scope and size, be outside the negotiated SLAs. An example of this would be a district-wide software install. Only the VRM can establish a request as a special project and the VRM establishes the new SLAs for that project.

**Steady State** – Defined as the current operating and support infrastructure for technical services in the OCSD in regards to the fully functional IT environment in its entirety, including size, volume, quality, and density.

**Virus** – A computer program that is designed to replicate itself by copying itself into the other programs stored in a computer. It may be benign or have a negative effect, such as causing a program to operate incorrectly or corrupting a computer's memory.

**Workstation** - This is a networked or standalone computer. This computer is normally used for school and general business applications, referred throughout this document as being included in a "Seat". It includes the CPU, monitor, keyboard, printing peripheral functionality and a mouse or other screen manipulation devices, including scanners, and other input devices.

# **ATTACHMENT B**

## **Service Level Agreement**

Information Technology Seat Management Outsourcing



School District of Okaloosa County  
202A Highway 85 North  
Niceville, FL 32578

TelaForce, LLC  
4008 Legendary Drive  
Suite 600  
Destin, FL 32541

**February 2025**

## **1.0 General Information**

### **1.1 Agreement Purpose**

The objective of this Service Level Agreement (SLA) is to outline and define the expectations, responsibilities, and parameters of service delivery.

### **1.2 Changes, Additions, or Deletions to this Service Level Agreement**

Any modifications, additions, or removals to this document must receive written consent from both the Vendor Program Manager (PM) and OCSD Representatives. This document will undergo review and necessary updates between the months of April and June in each academic year.

### **1.3 Exceptions to the Service Level Agreement**

Any requests for exceptions to the SLA shall be submitted to the OCSD VRM for consideration of approval or denial. The exception request should include the incident number(s) or time frame related to the exception being sought, accompanied by a justification for the exception request. Instances that could warrant an exception include occurrences such as hurricanes or other natural calamities, engagements with third-party vendors contracted by the District, OCSD requested special projects, or any other circumstances beyond the control of either the vendor and OCSD.

## **2.0 Help Desk Metrics**

### **2.1 Average Speed of Answer (ASA) SLA**

- Average Speed of Answer < 45 seconds

The average time elapsed from the instant the call enters a queue until a qualified Service Desk analyst answers the call. The monthly average speed of answer will be calculated by taking the sum of the elapsed times to answer all calls, for the applicable reporting period, and dividing it by the total number of calls answered in that reporting period.

### **2.2 First Contact Resolution (FCR) SLA**

- First call resolution of 85% for contacts within the Help Desk resolution capability

A request that is resolved during the initial phone call to the Service Desk. Incidents requiring escalation or referral during the initial phone call are not considered within the Service Desk resolution capability. The first call resolution rate will be calculated by taking the sum of the total number of incidents coded as first call resolved for the applicable reporting period and dividing it by the total number of incidents within the Service Desk resolution capability for that reporting period.

### **2.3 Call Abandon Rate SLA**

- Call Abandon rate < 6% for calls waiting > 45 seconds

A call received at the Service Desk phone switch that disconnects after an interval equal to the ASA has elapsed, but before being answered by the Service Desk analyst. The Call Abandon rate will be calculated by taking the total number of calls coded as a call abandon for the reporting period and dividing it by the total number of calls received in that reporting period.

## 2.4 Cycle Time Rate SLA

- Cycle Time Rate >95% of incidents within Help Desk resolution capability resolved within a cycle time of 24 business hours.

The fraction of incidents resolved within specified cycle times that are within the Service Desk resolution capability. Incidents requiring escalation or referral are not considered within the Service Desk resolution capability. The Cycle Time Rate will be calculated by taking the sum of the total numbers of incidents within the Service Desk resolution capability, and resolved within the cycle time, for the applicable reporting period and dividing it by the total number of incidents within the Service Desk resolution capability for that period.

## 2.5 Help Desk Voicemail Response SLA

- If an end user contacts the Help Desk outside the designated hours of operation, the user will be provided with the choice to leave a voicemail message. Responses to voicemails received after hours will be made by 8:00 AM the next business day.

## 2.6 Help Desk Email Request SLA

- The Help Desk will respond to email requests within three (3) hours, if the request is received during operational hours. Responses to emails received after hours will be made by 8:00 AM the next business day.

## 3.0 Service Categories

OCSD has defined basic service items that fall into the following categories: End-User Based Platform, Enterprise Operations, and Enterprise Applications.

Metrics reported include response and resolution times for Moves/Add/Changes (MACs) and Restore to Service for all the service items.

The SLA metrics identified, will meet or exceed an 85% annual service delivery requirement for all service items (July to June).

### 3.1 End-User Based Platform Service Item

This service offering is the combined set of service elements required to provide OCSD end users with a reliable and secure IT environment. This includes providing and maintaining computers, software, and the associated support services.

**Table 1: End-User Based Platform Service Elements**

Help Desk & Incident Management	File Server Access and Support
Moves/Add/Changes	Hardware Repair
Remote Diagnostics	Microsoft Office Applications



Deskside Support	Other Desktop Applications
Printer Service Support	New User Provisioning
Desktop Virus Protection	Peripheral Support
Desktop LAN/WAN Access	Security Monitoring
Email Support	Emergency Response Services
Internet Access & Browser Support	Software Distribution Support
OS Support	Data Backup

### 3.1.1 End-User Based Platform Service Levels

Below are the required response and resolution times for both service restoration and MACs. This goal is to meet the below service targets 85% of the time on an annual basis (July-June).

**Table 2: End User Based Platform Service Levels**

NOTE: 11 HOURS = 1 DAY (6AM-5PM)		Restore to Service Request		MAC Request	
		Response Time	Resolution Time	Response Time	Resolution Time
	Priority	Goal	Goal	Goal	Goal
<b>End-User Based Platforms</b>	Urgent	2 hours	1 day	1 day	1 day
	High	4 hours	2 days	1 day	2 days
	Medium	1 day	3 days	1 day	5 days

## 3.2 Enterprise Operations Service Item

Enterprise Operations covers all the services that keep the OCSD infrastructure functioning. These services are LAN & WAN Infrastructure, Server-Based Platforms, and Systems Administration.

### 3.2.1 LAN & WAN Infrastructure

The network service enables communications between desktops, servers, and routers to external circuits. The network includes the switching and routing components, wireless WAN devices, and servers that are required for network operations.

The service is available from 6:00 AM to 5:00 PM Central Time Monday through Friday. The service may be operating at other times, but its availability is not guaranteed outside of business operation hours. Maintenance periods occur after 8:00 PM on weeknights unless otherwise negotiated with the VRM. Maintenance may also occur during weekends and scheduled OCSD holidays. The table below outlines the LAN & WAN Service Elements.

**Table 3: LAN & WAN Service Elements**

Internet Access	Firewall Support
LAN Support	Security Monitoring
WAN Support	Emergency Response Services
Network Monitoring	

All network diagrams and their interconnectivity will be documented and maintained to reflect the current environment. Updated configuration documents for the LAN and WAN will be provided to the VRM within 10 business days of any major network changes, and semi-annually if no major changes occur. This will include the network and server physical (e.g., hardware, cabling) and logical (e.g., segment numbers, addressing schemes) configurations. These diagrams will reflect the currently installed hardware.

### 3.2.1.1 LAN & WAN Service Level Matrix

Below are the required response and resolution times for both service restoration and MACs. This goal is to meet the below service targets 85% of the time on an annual basis (July-June).

**Table 4: LAN & WAN Service Levels**

NOTE: 11 HOURS = 1 DAY (6AM-5PM)		Restore to Service Request		MAC Request	
		Response Time	Resolution Time	Response Time	Resolution Time
	Priority	Goal	Goal	Goal	Goal
<b>LAN &amp; WAN Infrastructure</b>	Urgent	30 min	4 hours	2 hours	1 day
	High	30 min	6 hours	4 hours	2 days
	Medium	30 min	8 hours	8 hours	3 days

### 3.2.2 Server-Based Platforms

This service provides for user access to file servers. It includes providing and maintaining file servers, administration of server and file access, and the proper administration of print services.

The service is available from 6:00 AM to 5:00 PM Central Time Monday through Friday. The service may be operating at other times, but its availability is not guaranteed outside of business operation hours. Maintenance periods occur after 8:00 PM on weeknights unless otherwise negotiated with the VRM. Maintenance may also occur during weekends and scheduled OCSD holidays.

Server-based platform service elements include those services that support end users with application and infrastructure capability. These services include items associated with network services and server administration. In addition to specific tasks to be performed, each of these service elements has an availability measurement. The table below outlines the Server-Based Platform Service Elements.

**Table 5: Server-Based Platform Service Elements**

File and Print Services	Data Backup & Restoration
Server Monitoring/ Error Correction & Detection	Troubleshooting and Client Support
Security Monitoring	Network Operating System Support
Emergency Response Services	

### 3.2.2.1 Server-Based Platform Service Level Matrix

Below are the required response and resolution times for both service restoration and MACs. This goal is to meet the below service targets 85% of the time on an annual basis (July-June).

**Table 6: Server-Based Platform Service Levels**

NOTE: 11 HOURS = 1 DAY (6AM-5PM)		Restore to Service Request		MAC Request	
		Response Time	Resolution Time	Response Time	Resolution Time
	Priority	Goal	Goal	Goal	Goal
<b>Server-Based Platforms</b>	Urgent	30 min	2 hours	8 hours	6 hours
	High	30 min	4 hours	8 hours	1 day
	Medium	30 min	8 hours	8 hours	2 days

### 3.2.3 Systems Administration

This service provides for systems-level administration activities. It includes providing and maintaining the email server and other enterprise systems and services, including the proper backup and restoration of server data.

The service is available from 6:00 AM to 5:00 PM Central Time Monday through Friday. The service may be operating at other times, but its availability is not guaranteed outside of business operation hours. Maintenance periods occur after 8:00 PM on weeknights unless otherwise negotiated with the VRM. Maintenance may also occur during weekends and scheduled OCSD holidays. Table 7 below outlines the Systems Administration Service Elements.

**Table 7: Systems Administration Service Elements**

Email Server Services	Security Monitoring	Web Server Services
Virus Protection Services	Emergency Response Services	Application Server Services
Data Backup & Restoration	User Administration and Access Control	Database Server Services
Troubleshooting and Client Support	Server-Based Software Deployments	

#### 3.2.3.1 Systems Administration Service Level Matrix

Below are the required response and resolution times for both service restoration and MACs. This goal is to meet the below service targets 85% of the time on an annual basis (July-June).

**Table 8: Systems Administration Service Levels**

NOTE: 11 HOURS = 1 DAY (6AM-5PM)		Restore to Service Request		MAC Request	
		Response Time	Resolution Time	Response Time	Resolution Time
	Priority	Goal	Goal	Goal	Goal
<b>Systems Administration</b>	Urgent	4 hours	1 day	4 hours	1 day
	High	4 hours	1 day	4 hours	2 days

	Medium	4 hours	3 days	4 hours	3 days
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### 3.3 Enterprise Applications Service Item

This service offering is a set of service items required to provide OCSD services related to Internet technology (website management), the support to Gradebook Managers for the OCSDs Gradebook system, and Software Testing services. Because of the unique nature and high visibility of these items, each will have its own Service Level Agreement. The table below outlines the Enterprise Applications Service Elements.

**Table 9: Enterprise Applications Service Elements**

Software Testing	OCSD Website Management	Gradebook Manager Support
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#### 3.3.1 Software Testing Service Level Matrix

Below are the required response and resolution times for both service restoration and MACs. This goal is to meet the below service targets 85% of the time on an annual basis (July-June).

**Table 10: Software Testing Service Levels**

NOTE: 11 HOURS = 1 DAY (6AM-5PM)		Restore to Service Request		MAC Request	
		Response Time	Resolution Time	Response Time	Resolution Time
	Priority	Goal	Goal	Goal	Goal
Software Testing	Urgent			1 day	1 week
	High			1 day	2 weeks
	Medium			1 day	3 weeks

#### 3.3.2 OCSD Website Management Service Level Matrix

Below are the required response and resolution times for both service restoration and MACs. This goal is to meet the below service targets 85% of the time on an annual basis (July-June).

**Table 11: OCSD Website Management Service Levels**

NOTE: 11 HOURS = 1 DAY (6AM-5PM)		Restore to Service Request		MAC Request	
		Response Time	Resolution Time	Response Time	Resolution Time
	Priority	Goal	Goal	Goal	Goal
OCSD Website Management	Urgent			2 hours	1 day
	High			4 hours	2 days
	Medium			1 day	5 days

#### 3.3.3 FOCUS Support Service Level Matrix

Below are the required response and resolution times for both service restoration and MACs. This goal is to meet the below service targets 85% of the time on an annual basis (July-June).

**Table 12: FOCUS Grades Support Service Levels**

NOTE: 11 HOURS = 1 DAY (6AM-5PM)		Restore to Service Request		MAC Request	
		Response Time	Resolution Time	Response Time	Resolution Time
	Priority	Goal	Goal	Goal	Goal
<b>FOCUS Grades Support</b>	Urgent	2 hours	1 day	2 hours	1 day
	High	4 hours	2 days	4 hours	2 days
	Medium	1 day	3 days	1 day	3 days

#### 4.0 Customer Service Metrics

Upon completion of a ticket, a satisfaction survey is sent to the customer. The Seat Management team reviews all surveys to identify and resolve any issues before they become bigger. Tasks associated with end-user satisfaction reports include conducting the survey, analyzing the survey results, and presenting the results. If the results of a survey are below expectations, a manager contacts the customer to rectify the dissatisfaction quickly. Customer satisfaction metrics are produced on a monthly basis and the PM presents them to the VRM.

Customer Satisfaction will be measured using commercial/broad industry-accepted practices and objective evidence based on a statistical approach. The metric shall measure the user's determination of the accuracy, completeness, consistency, effectiveness, timeliness, and overall quality of the service provided. The primary measure is the percent of respondents who choose a score above the neutral level ('satisfied' or greater on an adjective scale, or above the mid-point on a numeric scale).

#### 5.0 Availability Metrics

The OCSO requires 95% network availability annually. All scheduled and unscheduled outages will be recorded as well as the number of users affected for each service. The seat/system is considered available when the entire hardware and software configuration of the seat/system operates correctly at the subscribed service level. A seat is defined as unavailable when Vendor discovers a problem or is otherwise notified of a problem (for example, a trouble ticket is generated).

Availability percentage is calculated as the percentage of time that services are available and fully functional to the end user.

Vendor's network team will proactively monitor alarms/alerts and will respond within 15 minutes of a device outage. A device will not be classified as down until 10 minutes after the detection to guard against false alarms such as power outages. If the alarm cannot be resolved remotely, a technician will be dispatched to resolve the issue within 4 hours. Vendor will provide reports on a monthly basis to show network availability. The reports will include data on LAN gear, WAN gear, servers, or site.

To provide an accurate view of availability, Vendor shall calculate the Availability Rate by applying the following rules for each service area as shown in Table 13:

Table 13: Availability Calculations	
End-User Platforms	Availability Rate = (EUPT-EUDT) / EUPT X 100
LAN/WAN, Server & System Administration	Availability Rate = (EUPT-EUDT) / EUPT X 100
Applications	Availability Rate = (EUPT-EUDT) / EUPT X 100

1. Calculate Agreed Service Time (AST) for a given time period. AST equals the summation of support hours minus any Scheduled Outages (SO). This metric is also known as Possible Hours During Primetime (PHP).

2. Calculate the total End-User Processing Time (EUPT) for a given time period. EUPT equals Agreed Service Time multiplied by the number of users.
3. Calculate the total End-User Down Time (EUDT) for a given time period. EUDT equals the summation of downtime for a service. The following logic is used to determine EUDT:
  - a. An incident with a duration of 1 hour that affects 1 user has a EUDT of 1.
  - b. An incident with a duration of 1 hour that affects 10 users has a EUDT of 10.
  - c. The EUDT is 11 (A+B).
  - d. The EUDT will also be separated into Prime Downtime (PDT) and Non-prime Downtime (NPDT).
4. The availability Rate equals (EUPT-EUDT) divided by EUPT, and then multiply by 100.
5. The Possible Hours during Non-primetime (PHN) will also be calculated.

Monthly reports will be provided that indicate the availability percentage of the network from the top nodes down. Reports will be broken down by LAN gear, WAN gear, Servers, Zone, and Site.

## 6.0 Capacity Metrics

The OCSD requests that storage capacity be automatically upgraded an additional 10% capacity whenever storage exceeds 80% of disk capacity. This upgrade can happen up to 2 times a year with no additional cost. Vendor will monitor LANs and maintain availability in accordance with the Minimum Acceptable Service Levels (MASL). Systems such as disks, queues, memory, etc. will be monitored to determine if the OCSD's systems and LANs are performing properly. Monthly reports are generated detailing capacity breaches. The network operations team measures baselines on servers and network devices semiannually. Baselines are documented and trends are analyzed in order to plan for the OCSD's future capacity requirements. Table 14 illustrates the resources and thresholds that the Vendor monitors.

Table 14: Capacity Monitoring		
Server Hard Disk Drive Space	80%	16 Hours
Processor Utilization	90%	8 Hours
RAM Utilization	90%	8 Hours
Network Capacity	90%	8 Hours

## 7.0 Reporting Requirements

The Vendor will regularly report information that will contribute to continuous improvement, customer satisfaction and improvement management. The following reports will be provided on a monthly and annual basis or through an online dashboard.

Table 15: List of Reporting Requirements		
Type of Help Desk call <ul style="list-style-type: none"> <li>By department/location</li> <li>By priority</li> </ul>	N/A	<ul style="list-style-type: none"> <li>Monthly</li> <li>Annually*</li> </ul>
Percentage of Help Desk calls resolved within the determined timeframe <ul style="list-style-type: none"> <li>By department/location</li> <li>By priority</li> <li>By type of problem</li> </ul>	85% Annually	<ul style="list-style-type: none"> <li>Monthly</li> <li>Annually*</li> </ul>
Percentage of calls answered within the defined timeframe <ul style="list-style-type: none"> <li>By department/location</li> </ul>	85% Annually	<ul style="list-style-type: none"> <li>Monthly</li> <li>Annually*</li> </ul>
Average duration of calls <ul style="list-style-type: none"> <li>By department/location</li> </ul>	N/A	<ul style="list-style-type: none"> <li>Monthly</li> <li>Annually*</li> </ul>

Percentage of calls abandoned	N/A	<ul style="list-style-type: none"> <li>• Monthly</li> <li>• Annually*</li> </ul>
Top 5% of the most frequent Help Desk problems <ul style="list-style-type: none"> <li>• By department/location</li> </ul>	N/A	<ul style="list-style-type: none"> <li>• Monthly</li> <li>• Annually*</li> </ul>
Total number of escalations <ul style="list-style-type: none"> <li>• By department/location</li> <li>• By type of problem</li> <li>• By technology team</li> </ul>	N/A	<ul style="list-style-type: none"> <li>• Monthly</li> <li>• Annually*</li> </ul>
First Contact Resolution	80% Annually	<ul style="list-style-type: none"> <li>• Monthly</li> <li>• Annually*</li> </ul>
Summary Report for the Service Level Matrix	85% Annually	<ul style="list-style-type: none"> <li>• Monthly</li> <li>• 13-month**</li> </ul>
Detailed Report for the Service Level Matrix	85% Annually	<ul style="list-style-type: none"> <li>• Monthly</li> <li>• 13-month**</li> </ul>
OCSD Bill	N/A	Monthly
Customer Service	Above midpoint on a numeric scale	<ul style="list-style-type: none"> <li>• Monthly</li> <li>• Annually*</li> </ul>
Availability	85% Annually	<ul style="list-style-type: none"> <li>• Monthly</li> <li>• Annually*</li> </ul>
Capacity Breaches	See Table 14	<ul style="list-style-type: none"> <li>• Monthly</li> <li>• Annually*</li> </ul>
Network Diagrams	N/A	Within 10 days of major changes or semi-annually
Trends	N/A	Quarterly

\* Year-to-date information is based on the school year (July -June). Statistics will be collected and reported starting in February 2025.

\*\* 13-Month- Date range for the report will include the current month and the previous 12 months.

### 7.1 Optional Reporting

The Vendor may be able to provide other reports as needed and will negotiate with the OCSD VRM on required delivery frequency.

Vendor-specific metrics will augment or provide greater detail than Level 1 metrics and identify key specific areas of interest, such as the measurement of proactive tickets (Vendor discovered versus user discovered problems). These metrics will be specified by the Vendor and will be used to augment, validate, and ensure the completeness of the Level I metrics; however, regular reporting of Vendor-specific metrics to the OCSD is not required. These metrics shall also be used to ensure the impartiality, effectiveness, and consistency of the overall metric gathering and reporting process.

## 8.0 Service Level Agreement (SLA) Definitions

**Abandoned call:** A call received at the Help Desk phone switch that disconnects after an interval equal to the ASA has elapsed, but before being answered by the Help Desk analyst. The Call Abandon rate will be calculated by taking the total number of calls coded as a call abandon for the reporting period and dividing it by the total number of calls received in that reporting period.

**Answered Call:** A call that reaches a Help Desk professional. By contrast, a call is not considered handled until the request is resolved and ticket is closed.

**Average Response Time (ARpT):** Average amount of time it takes to contact the end user, either by telephone, email, or in person, with the attempt to resolve the problem or request. The response time can also be a callback or email to the end user which specifies the incident or request has been escalated to an appropriate resolution group.

**Average Resolution Time (ArST):** Average amount of time it takes to resolve incidents or requests. The time to resolve begins when an end user submits a request and ends when a satisfactory resolution is provided. The resolved ticket will automatically change to closed after seven (7) days.

**Average Speed of Answer (ASA):** The average time elapsed from the instant the call enters a queue until a qualified Help Desk analyst answers the call. The monthly average speed of answer will be calculated by taking the sum of the elapsed times to answer all calls, for the applicable reporting period, and dividing it by the total number of calls answered in that reporting period.

**Callback:** Contact from the Help Desk professional to an end user regarding an existing ticket. Reasons for the contact may be a follow up on an existing ticket, to collect additional information, etc.

**Call-Tracking Software:** Software application used to input Help Desk tickets, track history, manage escalations, provide feedback to end users on follow-up issues, and maintain an active database.

**Closed Ticket:** A ticket is closed when the work has been completed, the request was resolved to the end-user's satisfaction, and a follow up has been recorded in the call-tracking software. Resolved tickets will be closed after seven (7) days.

**Cycle Time Rate:** The fraction of incidents resolved within specified cycle times that are within the Help Desk resolution capability. Incidents requiring escalation or referral are not considered within the Help Desk resolution capability. The Cycle Time Rate will be calculated by taking the sum of the total numbers of incidents within the Help Desk resolution capability, and resolved within the cycle time, for the applicable reporting period and dividing it by the total number of incidents within the Help Desk resolution capability for that period.

**End User:** Person who submits a request (problem or question) to the Help Desk for resolution.

**Escalation:** Forwarding the ticket to the next level of expertise for resolution.

**Field Technician:** Assistance provided by a technician who typically responds to dispatched problems or configuration issues and is available to provide service at the end-user's work site.

**First Contact Resolution (FCR):** The ticket is resolved by the Service Desk without escalation. This could include tickets generated from email or other sources.

**Follow-Up Call:** Contact initiated by the Help Desk professional to the customer to follow up on an existing ticket, closed ticket, collect additional information, etc.

**Handle Time:** The time a Help Desk professional spends working on a request, communicating with the end user, and performing the associated after-call work; also called Actual Time Worked.

**Help Desk:** A technical support organization that receives incoming end-user requests (problems and questions), records and tracks requests, provides solutions, follows up resolved requests, and proactively supports end users.



**Logging a Request:** The process of recording an end user's information into the call-tracking software program.

**Moves, Adds, and Changes (MAC) Requirements:** A request for hardware or software moves/add/change service is defined as a service delivery order and provides services to perform client requested hardware or software installation, deinstallation, and reinstallation.

**Non-Prime Downtime (NPDT):** Downtime affecting Non-Prime Time Vendor Services (in hours).

**Open Ticket:** Ticket that has not been resolved to the end-user's satisfaction.

**Possible Hours during non-prime time (PHN):** Total system availability period (in hours) during non-prime time.

**Possible Hours during prime time (PHP):** Total system availability period (in hours) during prime time.

**Prime Downtime (PDT):** Downtime affecting Prime Time Vendor Services (in hours).

**Restore to Service:** Provides standard maintenance services to restore a "seat" to operations including, system diagnostics and troubleshooting, system and component maintenance, and configuration changes, tracking, and documentation.

**Scheduled Outages (SO):** Scheduled Outage during non-prime time (in hours).

# **ATTACHMENT C**

## **Pricing**

### Information Technology Seat Management Outsourcing



School District of Okaloosa County  
202A Highway 85 North  
Niceville, FL 32578

TelaForce, LLC  
4008 Legendary Drive  
Suite 600  
Destin, FL 32541

**February 2025**

## ATTACHMENT C – INITIAL TERM SEAT AND SUPPORT RATES

Seat Managed Seats	Year 1	Year 2	Year 3	Year 4	Year 5
Chromebook Seat	\$13.76	\$14.04	\$14.32	\$14.60	\$14.89
Mac Desktop (iMac) Seat	\$71.84	\$73.28	\$74.74	\$76.24	\$77.76
MacBook Seat	\$66.33	\$67.66	\$69.01	\$70.39	\$71.80
MacBook Pro Seat	\$77.70	\$79.25	\$80.84	\$82.46	\$84.10
Standard Desktop Seat	\$48.64	\$49.61	\$50.61	\$51.62	\$52.65
Standard Laptop Seat	\$51.16	\$52.18	\$53.23	\$54.29	\$55.38
Student Laptop Seat	\$31.70	\$32.33	\$32.98	\$33.64	\$34.31
Advanced Laptop Seat	\$71.41	\$72.84	\$74.29	\$75.78	\$77.30
Clairtouch Seat	\$97.66	\$99.61	\$101.61	\$103.64	\$105.71
iPad Seat	\$11.40	\$11.63	\$11.86	\$12.10	\$12.34
Okaloosa Online Seat	\$13.76	\$14.04	\$14.32	\$14.60	\$14.89
Food Services Point of Sale Seat	\$62.28	\$63.53	\$64.80	\$66.09	\$67.41
File and Domain Services (Per User)*	\$5.93	\$6.05	\$6.17	\$6.29	\$6.42

Contract Year 1 Chromebook and iPad Seat and Support Tiers	Less than 10000 units	10,000 to 14,999 units	15,000 to 19,999 units	20,000 to 24,999 units	25,000 to 29,999	30,000 to 34,999	35,000 to 39,999	40,000 or more units
	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit
Apple iPad (5 Year Refresh) - Rugged Case	\$11.54	\$11.34	\$11.14	\$10.94	\$10.74	\$10.54	\$10.34	\$10.14
Apple iPad (5 Year Refresh) - Keyboard and Case	\$12.60	\$12.40	\$12.20	\$12.00	\$11.80	\$11.60	\$11.40	\$11.20
Apple iPad (5 Year Refresh) - KB, Crayon, and Case	\$14.10	\$13.90	\$13.70	\$13.50	\$13.30	\$13.10	\$12.90	\$12.70
Chromebook (4 Year Refresh)	\$16.51	\$16.06	\$15.56	\$15.06	\$14.56	\$14.11	\$13.76	\$13.56
Support Seat	\$5.07	\$4.87	\$4.67	\$4.47	\$4.27	\$4.07	\$3.87	\$3.67

Contract Year 2 Chromebook and iPad Seat and Support Tiers	Less than 10000 units	10,000 to 14,999 units	15,000 to 19,999 units	20,000 to 24,999units	25,000 to 29,999	30,000 to 34,999	35,000 to 39,999	40,000 or more units
	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit
Apple iPad (5 Year Refresh) - Rugged Case	\$11.77	\$11.57	\$11.36	\$11.16	\$10.95	\$10.75	\$10.55	\$10.34
Apple iPad (5 Year Refresh) - Keyboard and Case	\$12.85	\$12.65	\$12.44	\$12.24	\$12.04	\$11.83	\$11.63	\$11.42
Apple iPad (5 Year Refresh) - KB, Crayon, and Case	\$14.38	\$14.18	\$13.97	\$13.77	\$13.57	\$13.36	\$13.16	\$12.95

Chromebook (4 Year Refresh)	\$16.84	\$16.38	\$15.87	\$15.36	\$14.85	\$14.39	\$14.04	\$13.83
Support Seat	\$5.17	\$4.97	\$4.76	\$4.56	\$4.36	\$4.15	\$3.95	\$3.74

Contract Year 3 Chromebook and iPad Seat and Support Tiers	Less than 10000 units	10,000 to 14,999 units	15,000 to 19,999 units	20,000 to 24,999units	25,000 to 29,999	30,000 to 34,999	35,000 to 39,999	40,000 or more units
	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit
Apple iPad (5 Year Refresh) - Rugged Case	\$12.01	\$11.80	\$11.59	\$11.38	\$11.17	\$10.97	\$10.76	\$10.55
Apple iPad (5 Year Refresh) - Keyboard and Case	\$13.11	\$12.90	\$12.69	\$12.48	\$12.28	\$12.07	\$11.86	\$11.65
Apple iPad (5 Year Refresh) - KB, Crayon, and Case	\$14.67	\$14.46	\$14.25	\$14.05	\$13.84	\$13.63	\$13.42	\$13.21
Chromebook (4 Year Refresh)	\$17.18	\$16.71	\$16.19	\$15.67	\$15.15	\$14.68	\$14.32	\$14.11
Support Seat	\$5.27	\$5.07	\$4.86	\$4.65	\$4.44	\$4.23	\$4.03	\$3.82

Contract Year 4 Chromebook and iPad Seat and Support Tiers	Less than 10000 units	10,000 to 14,999 units	15,000 to 19,999 units	20,000 to 24,999units	25,000 to 29,999	30,000 to 34,999	35,000 to 39,999	40,000 or more units
	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit
Apple iPad (5 Year Refresh) - Rugged Case	\$12.25	\$12.03	\$11.82	\$11.61	\$11.40	\$11.19	\$10.97	\$10.76
Apple iPad (5 Year Refresh) - Keyboard and Case	\$13.37	\$13.16	\$12.95	\$12.73	\$12.52	\$12.31	\$12.10	\$11.89
Apple iPad (5 Year Refresh) - KB, Crayon, and Case	\$14.96	\$14.75	\$14.54	\$14.33	\$14.11	\$13.90	\$13.69	\$13.48
Chromebook (4 Year Refresh)	\$17.52	\$17.04	\$16.51	\$15.98	\$15.45	\$14.97	\$14.60	\$14.39
Support Seat	\$5.38	\$5.17	\$4.96	\$4.74	\$4.53	\$4.32	\$4.11	\$3.89

Contract Year 5 Chromebook and iPad Seat and Support Tiers	Less than 10000 units	10,000 to 14,999 units	15,000 to 19,999 units	20,000 to 24,999units	25,000 to 29,999	30,000 to 34,999	35,000 to 39,999	40,000 or more units
	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit	Cost per Unit
Apple iPad (5 Year Refresh) - Rugged Case	\$12.49	\$12.27	\$12.06	\$11.84	\$11.63	\$11.41	\$11.19	\$10.98
Apple iPad (5 Year Refresh) - Keyboard and Case	\$13.64	\$13.42	\$13.21	\$12.99	\$12.77	\$12.56	\$12.34	\$12.12
Apple iPad (5 Year Refresh) - KB, Crayon, and Case	\$15.26	\$15.05	\$14.83	\$14.61	\$14.40	\$14.18	\$13.96	\$13.75
Chromebook (4 Year Refresh)	\$17.87	\$17.38	\$16.84	\$16.30	\$15.76	\$15.27	\$14.89	\$14.68
Support Seat	\$5.49	\$5.27	\$5.05	\$4.84	\$4.62	\$4.41	\$4.19	\$3.97

Support Managed Seats	Year 1	Year 2	Year 3	Year 4	Year 5
Support Managed Desktop Seat	\$22.80	\$23.26	\$23.72	\$24.20	\$24.68

Support Managed Laptop Seat	\$22.80	\$23.26	\$23.72	\$24.20	\$24.68
Support Managed Server Seat	\$135.97	\$138.69	\$141.46	\$144.29	\$147.18
Support Managed CTE iMAC Desktop	\$22.80	\$23.26	\$23.72	\$24.20	\$24.68
Support Managed Cleartouch Seat	\$22.80	\$23.26	\$23.72	\$24.20	\$24.68

<b>Services*</b>	<b>Year 1</b>
LAN / Support Seat Parts (Under \$5K)	Not Priced
LAN / Support Seat Parts (Over \$5K)	Not Priced
COTS Software Support	\$23,945.25
LAN Maintenance Support	\$11,055.61
OCSD AVAIA Phone Management	\$21,987.66
Disaster Recovery	\$0.00

<b>Optional</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Seat Managed Router Seat	\$557.38	\$568.53	\$579.90	\$591.50	\$603.33
Seat Managed Access Point Seat	\$25.53	\$26.04	\$26.56	\$27.09	\$27.63
Seat Managed Switch Seat	\$40.03	\$40.83	\$41.65	\$42.48	\$43.33
Support Managed Router Seat	\$194.70	\$198.59	\$202.57	\$206.62	\$210.75
Support Managed Access Point Seat	\$8.92	\$9.10	\$9.28	\$9.47	\$9.66
Support Managed Switch Seat	\$13.98	\$14.26	\$14.54	\$14.84	\$15.13

## ATTACHMENT C – INITIAL TERM T&M RATES

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
Program Manager	\$333.06	\$339.72	\$346.52	\$353.45	\$360.51
Project Manager	\$268.13	\$273.49	\$278.96	\$284.54	\$290.23
Senior Network Engineer	\$175.96	\$179.48	\$183.07	\$186.73	\$190.46
Network Engineer	\$134.49	\$137.18	\$139.92	\$142.72	\$145.58
Junior Network Engineer	\$101.63	\$103.66	\$105.74	\$107.85	\$110.01
Senior Systems Engineer	\$150.03	\$153.03	\$156.09	\$159.21	\$162.40
Systems Engineer	\$115.62	\$117.93	\$120.29	\$122.70	\$125.15
Junior Systems Engineer	\$95.32	\$97.23	\$99.17	\$101.15	\$103.18
Senior Software Engineer	\$191.09	\$194.91	\$198.81	\$202.79	\$206.84
Software Engineer	\$164.53	\$167.82	\$171.18	\$174.60	\$178.09
Senior Database Specialist	\$180.21	\$183.81	\$187.49	\$191.24	\$195.07
Database Specialist	\$139.24	\$142.02	\$144.87	\$147.76	\$150.72
Senior Help Desk Analyst	\$98.46	\$100.43	\$102.44	\$104.49	\$106.58
Help Desk Analyst	\$77.49	\$79.04	\$80.62	\$82.23	\$83.88
Junior Help Desk Analyst	\$49.43	\$50.42	\$51.43	\$52.46	\$53.50
Senior Analyst	\$106.69	\$108.82	\$111.00	\$113.22	\$115.48
Analyst	\$91.30	\$93.13	\$94.99	\$96.89	\$98.83
Program Analyst	\$130.62	\$133.23	\$135.90	\$138.61	\$141.39
Senior Technician	\$134.05	\$136.73	\$139.47	\$142.25	\$145.10
Technician	\$98.46	\$100.43	\$102.44	\$104.49	\$106.58
Junior Technician	\$77.49	\$79.04	\$80.62	\$82.23	\$83.88
Senior Technical Writer	\$98.67	\$100.64	\$102.66	\$104.71	\$106.80
Senior Web Developer	\$155.52	\$158.63	\$161.80	\$165.04	\$168.34
Web Developer	\$116.65	\$118.98	\$121.36	\$123.79	\$126.27
Junior Web Developer	\$71.84	\$73.28	\$74.74	\$76.24	\$77.76
Subject Matter Expert	\$171.26	\$174.69	\$178.18	\$181.74	\$185.38

# **ATTACHMENT D**

## **Vendor Requirements Response Matrix**

Information Technology Seat Management Outsourcing



School District of Okaloosa County  
202A Highway 85 North  
Niceville, FL 32578

TelaForce, LLC  
4008 Legendary Drive  
Suite 600  
Destin, FL 32541

**February 2025**

## Requirements Response and Matrix

RFP Section	Question Title	Question	Proposal Section
2.3	Technology Infrastructure Refresh	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.2.3, Page 38
2.7	Performance Penalties	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.2.7, Page 41
3.1 - 3.1.1.3	Desktops, Servers, and Storage	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.1.1, Pages 43 - 46
3.1.1.5	LAN Electronics	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.1.1, Pages 46 - 47
3.3.1	Backup LAN Data	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.3.1, Page 49
3.3.3	Provide Change Management	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.3.2, Pages 49 - 50
3.3.4	Provide Disaster Recovery	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.3.3, Pages 50 - 51
3.3.5	Provide System Administration	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.3.4, Pages 51 - 52
3.3.6	Manage Resource Usage and Capacity Planning	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.3.5, Pages 52 - 53
3.3.7	Manage Network Performance and Availability	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.3.6, Pages 53 - 55
3.3.9 - 3.3.9.1	Software Administration	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.3.8, Page 56
3.3.10.2	Implement Enterprise-wide Virus Protection Program	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.3.9, Pages 57 - 58
3.4.1	Assume Existing Hardware, Software, and Lease Contracts	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.4.1, Pages 59 - 60
3.4.2	Maintain An Asset Inventory	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.4.2, Pages 60 - 62
3.4.3	Maintain Configuration Details	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.4.3, Pages 62 - 63
3.4.4	Maintain Hardware	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.4.4, Page 63
3.4.5/3.4.6	Asset Reporting and Configuration Control Services	a. Will You Meet this Requirement? <u>Yes</u>	Sections 3.3.4.5/3.3.4.6, Page 64
3.5	Implement Standard Configurations	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.5, Pages 65 - 67
3.5.1	Provide Total Email Connectivity	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.5.1, Page 67
3.5.2	Upgrade Office Automation Software	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.5.2, Pages 67 - 68
3.5.3	Forecast Future Needs	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.5.3, Page 68
3.5.4	Research New Technologies	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.5.4, Pages 68 - 69
3..6 - 3.6.1	Secured System Requirements	a. Will You Meet this Requirement? <u>Yes</u>	Sections 3.3.6/3.3.6.1, Pages 69 - 73
3.8	Transition Plan	a. Will You Meet this Requirement? <u>Yes</u>	Section 3.3.8, Page 74
4.4 - 4.4.10.1	Server-based Platform Requirements	a. Will You Meet this Requirement? <u>Yes</u>	Sections 4.1/4.1.1, Pages 78 - 79
4.4.11	Network Performance Threshold and Characteristics	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.2, Page 80
4.4.12	Capacity Upgrade Threshold	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.3, Pages 80 - 81



4.5. - 4.5.4	End-user Platform Requirements	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.4, Pages 81 - 82
4.6. - 4.6.3	Software Requirements	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.5, Page 83
4.7	Moves, Adds, & Changes (MAC) Requirements	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.6, Pages 83 - 85
4.8 - 4.8.6	System Administration Requirements	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.7, Pages 85 - 86
4.9 - 4.9.6	Customer Support & Help Desk Requirements	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.8, Pages 86 - 89
4.10	Software Distribution Services	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.9, Pages 89 - 90
4.11	Event Monitoring & Management Requirements	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.10, Page 90
4.12	Monitoring & Tuning Requirements	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.11, Pages 90 - 91
4.13 - 4.13.6	Security Requirements	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.12, Pages 91 - 93
4.14	Business Continuity Management Recovery Requirements	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.13, Pages 93 - 94
4.15	Vendor Service Catalog	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.14, Page 94
4.16	Procedures Manual	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.15, Page 94
4.17	Disaster Recovery Requirements	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.1.16, Pages 94 - 95
5.	Reporting Requirements (Vendor Performance Metrics and Management)	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.2, Pages 96 - 98
5.1	Level 1 Metrics	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.2.1, Pages 98 - 99
5.2	Level 2 Metrics	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.2.2, Pages 99 - 100
5.3	Level 3 Metrics	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.2.3, Pages 100 - 101
5.5	Service Delivery Metric	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.2.5, Pages 102 - 103
5.6	Availability Metric	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.2.6, Page 103
5.7	Customer Satisfaction Metric	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.2.7, Page 103 - 104
5.8	Vendor Specific Metric	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.2.8, Pages 104 - 105
5.9	Trend Metric	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.2.9, Pages 105 - 106
5.10	Metric Terms	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.2.10, Page 106
5.11	MASL (Minimum Acceptable Service Level)	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.2.11, Pages 106 - 107
5.12	Satisfaction Surveys	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.2.12, Pages 107 - 108
5.13	Reporting Requirements	a. Will You Meet this Requirement? <u>Yes</u>	Section 4.2.13, Pages 108 - 109