

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 260040

Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO
NOT PLACE ITEM ON AGENDA UNTIL
REVIEW IS COMPLETED

☐ Must Have Board Approval over \$100,000.00

Date Submitted: 9/25/25

Name of Contract Initiator: Matthew Boyack

Telephone #: 904-336-0101

School/Dept Submitting Contract: Safety and securiry

Cost Center # 9022

Vendor Name: Centegix

Contract Title: Centegix Crisis Alert

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #

Contract Term: Initial Term is for 1 year - Quote has pricing for 5 years
5 years (optional renewal each year)

Renewal Option(s): 4 (1) year renewal options

Contract Cost: \$1,240,574 (year One:\$317,414; Subsequent year(2-5, \$230,790)

☐ BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # Safe Schools Allocation

Funding Source: Budget Line #

☐ NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

☐ INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

____ Completed Contract Review Form

____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

____ SIGNED Addendum A (if not an SBAO Template Contract) - When using the Addendum A, this Statement MUST BE included in the body of the Contract:

“The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated.”

____ Certificate of Insurance (COI) for General Liability & Workers’ Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers’ Compensation = \$100,000 Minimum

[If exempt from Workers’ Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers’ Compensation coverage].

____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

____ Release and Hold Harmless (If Applicable)

RECEIVED

By Bertha Staefe at 3:11 pm, Sep 25, 2025

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:

COMMENTS BELOW BY REVIEWING DEPARTMENT

Purchasing Department

FLDOE ITN 21-953 - Attached

REVIEWED

By Bertha Staefe at 3:12 pm, Sep 25, 2025

School Board Attorney

JPS
9/29

FLDOE Contract 21-953 is on quote for pricing but not piggyback of T&C so defer to Attorney for any needed T&C to include COI.

Review Date

Striaight Piggy Back; legally sufficient to sign as is without Addendum A or additional terms and conditions.

Other Dept. as Necessary

Review Date

PENDING STATUS: ☐ YES ☐ NO

IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS

TENTATIVELY
APPROVED

Pending Signatures



Quote

Bill To:

Clay County Public Schools
900 Walnut St
Green Cove Springs, FL 32043

Sales Rep: Alysse Daniels**Submitted on:** 9/4/2025
(Valid 45 days)**Quote #** AD09042025**Terms (Years)** 1 Year with 4 Renewals

Annual Services	Sites	Annual Rate (Per Site After DOE Credit*)	Annual Rate (All Sites after DOE Credit)
Centegix CrisisAlert Wearable Panic Enhanced Solution with Visual Strobes	21	\$5,365	\$112,665
- Centegix Discreet Wearable Panic Badge with 100% Property Coverage and Doesn't Need Recharging		Included	Included
- Centegix Wireless Visual Alerting Strobes (For every Classroom, Hallway, Common Area, and Outside Doors)		Included	Included
- Centegix Audio Notification Device for Automated Intercom Announcement Capability (Customer Install)		Included	Included
- Centegix Desktop Display Alerting including Custom Messaging and Protocols		Included	Included
Centegix CrisisAlert Wearable Panic Base Solution (Customer has Existing Multi-Sensory Notifications)	21	\$3,750	\$78,750
- Centegix Discreet Wearable Panic Badge with 100% Property Coverage and Doesn't Need Recharging		Included	Included
- Room-level Locating without Strobe Functionality (For every Classroom, Hallway, Common Area, and Outside Doors)		Included	Included
- Centegix Audio Notification Device for Automated Intercom Announcement Capability (Customer Install)		Included	Included
- Centegix Desktop Display Alerting including Custom Messaging and Protocols		Included	Included
SaferWatch Platform	42	Included	Included
Annual Sub-totals:			\$191,415

One-Time Services	Sites	One-Time Rate (Per Site)	One-Time Rate (All Sites)
Site Installation & Setup	42	\$3,000	\$126,000
Implementation	42	\$1,250	\$52,500
On-Site Training with Responders	42	\$1,000	\$42,000
On-Site Gateway Cabling and Installation (Optional)	42	\$1,500	\$63,000
One-Time Sub-total:			\$283,500

NOTES: Annual price reflects a special discount per the FL DOE contract. Solution includes all badges, location devices, and associated hardware. Centegix will retain ownership of all hardware deployed at the sites under this agreement and maintain it. Visitor Management (if applicable) site hardware would be additional if the District does not have compatible hardware. Quote also includes onsite responder training, along with software licensing and hardware warranty based on the term selected.

*Annual FLDOE credit is estimated at \$1,635 per eligible school site (estimated at 42 sites and a credit applied every year for quoting purposes). Actual credit, if provided by the FLDOE ITN Contract #21-953, will be calculated when funding is confirmed. District will be responsible for any difference if the actual credit received is less than the estimated credit provided in this quote. If actual credit is more, the district rates above will decrease.

Year 1 After Credit	\$317,414
Every Year After (Years 2-5)	\$230,790

Amounts do not include local, state or federal taxes. If you are tax exempt, please provide a tax exempt form otherwise sales tax will be charged.

(800) 950-9202

2120 Powers Ferry Road SE, Suite 110, Atlanta, GA 30339

sales@centegix.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2026

9/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED 1507693 CENTEGIX HOLDINGS, LLC 2120 POWERS FERRY RD. SUITE 110 & 115 ATLANTA GA 30330	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: Trumbull Insurance Company INSURER C: Nutmeg Insurance Company INSURER D: At-Bay Specialty Insurance Company INSURER E: Coalition Insurance Solutions, Inc. INSURER F:	NAIC # 29459 27120 39608 19607 25038

COVERAGES**CERTIFICATE NUMBER:** 22422499**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$25,000 DED. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	37 CES OF9553	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	37UENBM9M8H	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	37 XS ON00R5	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	37 WE AT9YRP	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E E	CYBER/TECH E&O/PROF SERV.E&O	N	N	AB677343201 RETRO DATE: FULL PRIOR ACTS SEE ATTACHED	1/1/2025	1/1/2026	\$5,000,000 EACH CLAIM/AGGREGATE; \$25,000 RETENTION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE SCHOOL BOARD OF CLAY COUNTY IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY AND AUTO LIABILITY COVERAGE, IF REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER**CANCELLATION** See Attachment**22422499**THE SCHOOL BOARD OF CLAY COUNTY
900 WALNUT STREET
GREEN COVE SPRINGS FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TYPE OF INSURANCE	CARRIER	POLICY NUMBER	POLICY EFF/EXP DATE	LIMIT
SEXUAL ABUSE/MOLESTATION	Lloyd's Syndicate 2623 (Beazley Furlonge Limited)	W34F57230102	07/01/2025 - 07/01/2026	\$2M AGGREGATE

The State of Florida DOE approved the CENTEGIX CrisisAlert platform through ITN 2021-31 to help schools across Florida comply with SB70 (Alyssa's Law). The law requires every school in Florida, including charter schools, to implement a mobile panic alert system that connects to the local PSAP when activated. CrisisAlert is unique because it does not require school staff to download an application onto their personal phones but instead uses a wearable badge with an integrated panic button. *The CrisisAlert badge is the fastest and easiest way for staff to call for help and to deliver that alert to the PSAP with information including who called for help and their location within the campus.*

To assist districts and PSAPs with the implementation or selection of CrisisAlert, we have compiled the most frequently asked questions below.

Does CrisisAlert comply with the requirements of Alyssa's Law?

CrisisAlert was fully vetted during the State DOE's vendor selection process and was deemed fully compliant with the requirements of Alyssa's Law and the ITN.

Does CrisisAlert work with existing PSAP infrastructure? Or does it require a new installation?

CrisisAlert integrates with existing infrastructure and does not require the PSAP to install anything new. Integration options include:

- Using E911 technology to ingest a call to the existing PSAP telephony system providing physical address and additional information such as the user who activated the alert and the exact location (floor, room) of the incident on campus
- ASAP to PSAP direct CAD integration
- Integrating through existing systems in place at the PSAP (e.g., Mutualink)

In combination with the above, or alternatively, the PSAP can choose to install the CrisisAlert software at no additional cost to the district or PSAP. The CrisisAlert software provides real-time mapping data of the location of the incident.

Does the CrisisAlert badge offer two-way communication?

The State of Florida confirmed during the vendor selection process that CrisisAlert's badge with silent vibration feedback fully met the State ITN requirement. When an alert is activated, detailed user and location information is discreetly sent to the PSAP without verbal communication required.

Does this prohibit anyone from texting or calling 911 during an Active Shooter incident?

CrisisAlert does not install on users' phones or interfere with existing systems or technologies used to contact the PSAP (phones, alarms, etc.). CrisisAlert enhances a district's safety response plan by delivering detailed incident information - including who called for help and their location on campus - directly to the PSAP. This function eliminates delays and the potential for misinformation during an incident.

For more information about CrisisAlert, please contact Dean Olds, CENTEGIX - VP, Innovation and Strategy at 715-350-9515 or dolds@centegix.com.



Contract Information

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Summary

Agency Name: DEPARTMENT OF EDUCATION

Agency Contract ID: 21-953

Long Title: CENTEGIX

Vendor Name: 34ED, LLC

Total Contract Amount: \$23,729,100.00

Total Budgetary Amount: \$23,729,100.00

Total Payment To Date: \$6,457,025.00

Date of Execution: 06/07/2021

General Description: The overall outcome of this Project is to implement a mobile panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies public schools, including charter schools, by the beginning of the 2021-2022 school year. Such system, known as "Alyssa's Alert" must integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

Details

Deliverables

Payments

Documents

Audits

Main Information

Agency Contract ID: 21-953

FLAIR Contract ID: 21953

Short Title: AlyssaAler

Long Title: CENTEGIX

Contract Type: Standard Two Party Agreement by Statute

Contract Status: Active

Date of Execution: 06/07/2021

Date of Beginning: 06/07/2021

Original End Date: 06/06/2024

New Ending Date: 06/06/2026

Agency Service Area:

Statutory Authority: 287.057; 1006.07

Contract Involves State or Federal Financial Assistance: No

Recipient Type: FOR PROFIT ORGANIZATION INCLUDES SOLE PROPRIETOR

Provide for Administrative Cost: No

Provide for Periodic Increase: No

Procurement Information

Authorized Advanced Payment: No

Method of Procurement: Agency Invitation to Negotiate [s. 287.057(1) (c), F.S.]

State Term Contract ID:

Contract's Exemption Justification:

Agency Reference Number: ITN 2021-31

Business Case Study Done: No

Legal Challenges to Procurement: No

Outsourcing / Capital Improvements

Was the Contracted Function Previously Performed by the State:
No

Was the Contracted Function Considered for Insourcing back to the State: No

Did the Vendor Make Capital Improvements on State Property: No

Budget Information

Original Contract Amount: \$23,729,100.00

Total Non-Recurring Budgetary Amount: \$0.00

Total Contract Amount: \$23,729,100.00

Total Budgetary Amount: \$23,729,100.00

Total Recurring Budgetary Amount: \$23,729,100.00

Total Unfunded Amount: \$0.00

As of Date: 5/6/2025

[Download Budget Information](#)

RECURRING BUDGETARY AMOUNT	ACCOUNT CODE	FISCAL YEAR EFFECTIVE DATE	FY	COST ACCUMULATOR	AGENCY AMENDMENT REFERENCE
\$1,500,000.00	48-10-1-000180-48800000-00-100777-00	06/07/2026	2025-2026		
\$1,500,000.00	48-10-1-000180-48800000-00-100777-00	06/07/2025	2024-2025		
\$1,500,000.00	48-10-1-000180-48800000-00-100777-00	06/07/2024	2023-2024		
\$5,946,500.00	48-10-1-000180-48800000-00-100777-00	06/07/2023	2022-2023		
\$5,946,500.00	48-10-1-000180-48800000-00-100777-00	06/07/2022	2021-2022		
\$7,192,100.00	48-10-1-000180-48800000-00-100777-00	06/07/2021	2020-2021		
\$144,000.00	48-20-2-261030-48800000-00-100777-00	06/07/2021	2020-2021		

NON-RECURRING BUDGETARY AMOUNT	ACCOUNT CODE	FISCAL YEAR EFFECTIVE DATE	FY	COST ACCUMULATOR	AGENCY AMENDMENT REFERENCE
\$0.00		05/06/2025	2024-2025		A-2 R-2
\$0.00	48-10-1-000180-48800000-00-100777-00	07/01/2024	2024-2025		A-1 R-1

Contract Change

[Download Contract Change](#)

CHANGE TYPE	AMENDMENT AMOUNT	AGENCY AMENDMENT REFERENCE	CHANGE DESCRIPTION	AMENDMENT EFFECTIVE DATE	AMENDMENT EXECUTION DATE	NEW ENDING DATE
Amendment	\$0.00	A-2 R-2	AMENDMENT 2 RENEWAL 2	06/07/2025	06/06/2026	
Amendment	\$0.00	A-1 R-1	AMENDMENT 1 RENEWAL 1	06/07/2024	06/06/2024	06/06/2025

Vendor

[Download Vendor](#)

NAME LINE 1	NAME LINE 2	CITY STATE ZIP	MINORITY VENDOR DESIGNATION
34ED, LLC	34ED	ATLANTA GA 303390000	Non-Minority

CFDA

No CFDA Codes found for the contract.

CSFA

No CSFA Codes found for the contract.



Contract Information

[Back to Search](#)

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[Details](#)

[Deliverables](#)

[Payments](#)

[Documents](#)

[Audits](#)

Contract Documents

Click on the pdf icon or Agency Document Link to view the document

DOCUMENT TYPE	DOCUMENT REFERENCE #	EXECUTED DATE	DOCUMENT ADD DATE	AGENCY DOCUMENT LINK	VIEW
Original Contract *	Original Contract - 21953	06/07/2021	6/15/2021 4:42:18 PM		
Amendment	A-1 R-1	06/06/2024	6/7/2024 8:26:31 AM		
Amendment	A-2 R-2	06/06/2026	5/6/2025 1:56:20 PM		

* The Respondents final proposal is included as part of the Original Contract document

FLORIDA DEPARTMENT OF EDUCATION

CONTRACT NO. 21-953

RENEWAL NO.: 2

This **AMENDMENT/RENEWAL** to the Florida Department of Education Contract Number **21-953** ("Contract") is entered into by and between **34ED LLC dba Centegix**, (the "Contractor") authorized to do business in the State of Florida, with its principal office at 2120 Powers Ferry Road Suite 110, Atlanta, GA 30339, and the Florida Department of Education ("Department"), an agency of the State of Florida with its principal offices in Tallahassee, Florida. Defined terms used herein shall have the meanings set forth in the Contract.

WHEREAS, on **06/07/2021**, the Department entered into the Contract with the Contractor to provide the service; and

WHEREAS, the expiration date of the Contract is **06/06/2025**; and

WHEREAS, the Department is exercising its option to renew this Contract pursuant to Section 287.057(13) and 287.058(1)(g) Florida Statutes; new expiration date **06/06/2026**;

WHEREAS, the Department also desires to amend this Contract to revise and replace in its entirety Attachment C – Standard Terms and Conditions; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the Department and the Contractor covenant and agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.

Subject to the limitations set forth in Sections 287.057(13) and 287.058(1)(g), Florida Statutes, and Attachment C, Section I.F, this Contract is renewable at the option of the Department for a renewal period or periods with commencement and expiration dates as follows: year 2 of the three (3) one-year renewal. This project will continue to provide a state-wide mobile panic alert system for all school districts and charter schools that is capable of connecting diverse emergency services technologies that can provide real-time coordination between multiple first responder agencies and can integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

2. Attachment C – Standard Terms and Conditions, is hereby deleted in its entirety and is replaced by the Attachment C – Standard Terms and Conditions
3. The Contract, Section VI, Expiration Date, is hereby revised to read;

The Department has elected to exercise its option for Renewal 2 and, therefore, this Contract shall expire on 06/06/2026, unless cancelled earlier in accordance with its terms.

The Department shall provide advance written notice of at least thirty (30) days of its decision to exercise its option.

The effective date of the Amendment shall be 06/07/2025 or date fully executed, whichever is later

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in full force and effect and are to be performed at the level specified in the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

DEPARTMENT OF EDUCATION

By:

Signature

Name: Manny Diaz, Jr

Typed

Title: Commissioner of Education

Typed

Date:

5/2/25

GENTEGIX

By:

Authorized Signature

Name: Jason McCarthy

Typed

Title: CFO

Typed

Date:

4/29/2025

STATE OF FLORIDA, DEPARTMENT OF EDUCATION

ATTACHMENT C

STANDARD TERMS AND CONDITIONS

Contract No. 21-953 A-2 R-2

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S.):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
 - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. In fulfilling its obligations under this Contract and Chapter 119, F.S., Contractor must comply with the requirements outlined in s. 119.0701, F.S. If Contractor fails to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Contractor regarding an action brought to enforce a public records request sent to Contractor, or terminating the Contract. Pursuant to s. 119.0701, F.S., Contractor must:
- A. Keep and maintain public records required by the Department to perform the service;
 - B. Upon request from the Department's custodian of public records, provide the Department 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 for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and
 - D. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-245-0735 & contractcustodian@fldoe.org, Florida Department of Education, Attn: Contract Custodian 325 W. Gaines Street, Suite 344, Tallahassee, FL 32399-0400.**
- III. The Contractor shall prepare an invoice for the amount due and mail it to the Department of Education Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Department of Education Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory, and payment is due. If for any reason they are not satisfactory, payment will be withheld until the unsatisfactory condition or conditions are corrected. Upon receipt of the Contract Manager's approval, the Department of Education Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.
- A. Contractor agrees to submit invoice within thirty (30) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this contract or quantum meruit.
- IV. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.
- V. As used in this Contract, the term "Deliverable" refers to tangible "commodities", as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:

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- A. Each Deliverable must be physically delivered to the Department's Contract Manager, or to a person designated by the Contract Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
- B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department's inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan, as applicable, until approved in accordance with the plan.
- C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
 - 1. a test environment that simulates the production environment as much as is reasonably possible; and
 - 2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.
- D. The Department's inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.
- VI. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.
- VII. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- VIII. Notwithstanding anything to the contrary contained in a State Term Contract, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract and shall be merchantable and fit for the particular purposes intended by the Contract.
- IX. The Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable, and the Department's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:
 - A. As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third-party software or other information technology, which was used to produce the Deliverable;
 - B. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.
- X. The Contractor further warrants that the Contractor shall not disclose to any third party, without the express, prior, written approval of the Department, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The terms "record a report" and "student" shall have the meanings prescribed in s. 1002.22(2)(c) and (d), F.S. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).
- XI. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Department shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.
- XII. Intellectual property is subject to following additional provisions:
 - A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
 - B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf the State of Florida.
 - C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
 - D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
 - E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 - 1. The written source code;
 - 2. The source code files;
 - 3. The executable code;
 - 4. The executable code files;
 - 5. The data dictionary;
 - 6. The data flow diagram;
 - 7. The work flow diagram;
 - 8. The entity relationship diagram; and
 - 9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.

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- XIII. The Department reserves the right, at its option, to issue an amendment to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Department and the Contractor.
- XIV. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- XV. The Contractor understands that s. 20.055, F.S., requires every contractor and subcontractor to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing; and the Contractor shall comply with this requirement. The Contractor shall grant access to all records pertaining to the Contract to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.
- XVI. The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Department access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc.) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.
- XVII. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor's operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.
- XVIII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.
- XIX. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:
- A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor; and
 - B. The Contractor shall allow the Department to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Department, at the Department's request, complete and accurate documentation pertaining to the subcontract or the Contract.
- XXI. The Contractor shall coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
- A. Monitoring the activities of the Contractor;
 - B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
 - C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
 - D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
 - E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.
- XXII. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXIII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
- XXIV. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
- XXV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
- XXVI. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.
- XXVII. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- XXVIII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third-party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.
- XXIX. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.
- XXX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.

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- XXXI. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt with in accordance with Rule 60A-1.006, F.A.C.
- XXXII. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- XXXIII. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida Executive Order No. 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
- XXXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Department may cancel this contract if an attached explanation is not acceptable to the Department or the Federal government.
- XXXV. MyFloridaMarketPlace
- A. MyFloridaMarketplace Vendor Registration: Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, Florida Administrative Code, unless exempt therefrom.
- B. MyFloridaMarketPlace Transaction Fee: The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed a Transaction Fee which the Vendor shall pay to the State, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law unless exempt under Rule 60A-1.032, Florida Administrative Code. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE..
- XXXVI. The Contractor shall comply with all applicable Federal, State and County laws, ordinances, rules, and regulations applicable to the Contractor and applicable to its performance under this Contract.
- XXXVII. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.), and fully comply with all information technology security policies. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall also fully comply with 60GG-2 Information Technology Standards.
- XXXVIII. If this Contract is for goods or services over \$1,000,000, this Contract may be terminated at the option of the Department if the Contractor is found to have submitted a false certification as provided under subsection 287.135(5), F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.
- XXXIX. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.
- XL. In accordance with Executive Order 20-44, each contractor meeting the following criteria: 1) all entities named in statute with which the agency must form a sole source, public private agreement and 2) all entities that, through contract or other agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds shall provide to the department an annual report in the format required by the department. This report shall detail the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the grantee shall submit with the annual report the most recent Return of Organization Exempt From Income Tax, Form 990, if applicable, or shall indicate that the contractor is not required to file such Form 990. Contracted entities must inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity. This report shall be submitted by March 1 of each year. Executive Order 20-44 may be obtained via this link, https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-44.pdf
- XLI. Unless otherwise specifically authorized herein, Contractor shall not convey anything of value, including but not limited to gifts, loans, rewards, favors or services, directly to any agent, employee or representative of the Department, and shall promptly notify the Department in the event that an agent, employee or representative of the Department attempts to solicit the same.
- XLII. Department of Management Services, Form PUR 7801 is hereby incorporated by reference. Vendor must complete and return Form PUR 7801, Vendor Certification Form to be in compliance with this contract.
- XLIII. Department of Management Services, PUR 1000 and PUR 1001 forms are hereby incorporated by reference. In the event of any conflict between Form PUR 1000, PUR 1001, and other instructions provided in this document, the additional instructions in this document shall take precedence over the PUR Forms unless the conflicting term is required by any section of the Florida Statutes (F.S.), in which case the statutory requirements shall take precedence.

FLORIDA DEPARTMENT OF EDUCATION

CONTRACT NO. 21-953

AMENDMENT NO. 1 / RENEWAL NO.: 1

This **AMENDMENT/RENEWAL** to the Florida Department of Education Contract Number **21-953** ("Contract") is entered into by and between **34ED LLC dba Centegix**, (the "Contractor") authorized to do business in the State of Florida, with its principal office at 200 Riveredge Pkwy, Suite 100, Atlanta, GA 30328, and the **Florida Department of Education** ("Department"), an agency of the State of Florida with its principal offices in Tallahassee, Florida. Defined terms used herein shall have the meanings set forth in the Contract.

WHEREAS, on **6/7/2021**, the Department entered into the Contract with the Contractor to provide the service; and

WHEREAS, the expiration date of the Contract is **6/6/2024**; and

WHEREAS, the Department is exercising its option to renew this Contract pursuant to Section 287.057(13) and 287.058(1)(g) Florida Statutes; new expiration date **6/6/2025**;

WHEREAS, the Department desires to amend this Contract to add renewal funds in the amount of **\$1,500,000.00**;

WHEREAS, the Department also desires to amend this Contract to revise and replace in its entirety Attachment C – Standard Terms and Conditions; and

WHEREAS, the Contract Manager for the Department has changed from **Sylvia Ifft to Melissa Baker**

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the Department and the Contractor covenant and agree as follows:

1. The recitals are true and correct and are incorporated herein by reference.

Subject to the limitations set forth in Sections 287.057(13) and 287.058(1)(g), Florida Statutes, and Attachment C, Section I.F, this Contract is renewable at the option of the Department for a renewal period or periods with commencement and expiration dates as follows: up to three (3) one-year terms. This project will continue to provide a state-wide mobile panic alert system for all school districts and charter schools that is capable of connecting diverse emergency services technologies that can provide real-time coordination between multiple first responder agencies and can integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

2. Attachment C – Standard Terms and Conditions, is hereby deleted in its entirety and is replaced by the Attachment C – Standard Terms and Conditions
3. The Contract, Section IV Project Management: The amended Contract Manager is Melissa Baker, Melissa.Baker@fldoe.org 850-245-0626
4. The Contract, Section VI, Expiration Date, is hereby revised to read;

The Department has elected to exercise its option for Renewal 1 and, therefore, this Contract shall expire on 06/06/2024, unless cancelled earlier in accordance with its terms.

The Department shall provide advance written notice of at least thirty (30) days of its decision to exercise its option.

The effective date of the Amendment shall be the date that it is signed by both parties.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in full force and effect and are to be performed at the level specified in the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

DEPARTMENT OF EDUCATION

CENTEGIX

By: 
Signature

By: 
Authorized Signature

Name: Manny Diaz, Jr
Typed

Name: Jason McCarthy
Typed

Title: Commissioner of Education
Typed

Title: CFO
Typed

Date: 6-6-24

Date: 5/29/2024

STATE OF FLORIDA, DEPARTMENT OF EDUCATION

ATTACHMENT C

STANDARD TERMS AND CONDITIONS

Contract No. 21-953 A-1 R-1

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S.):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
 - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. In fulfilling its obligations under this Contract and Chapter 119, F.S., Contractor must comply with the requirements outlined in s. 119.0701, F.S. If Contractor fails to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Contractor regarding an action brought to enforce a public records request sent to Contractor, or terminating the Contract. Pursuant to s. 119.0701, F.S., Contractor must:
- A. Keep and maintain public records required by the Department to perform the service;
 - B. Upon request from the Department's custodian of public records, provide the Department 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 for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and
 - D. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-245-0735 & contractcustodian@fldoe.org, Florida Department of Education, Attn: Contract Custodian 325 W. Gaines Street, Suite 344, Tallahassee, FL 32399-0400.

- III. The Contractor shall prepare an invoice for the amount due and mail it to the Department of Education Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Department of Education Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory, and payment is due. If for any reason they are not satisfactory, payment will be withheld until the unsatisfactory condition or conditions are corrected. Upon receipt of the Contract Manager's approval, the Department of Education Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.
- A. Contractor agrees to submit invoice within thirty (30) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this contract or quantum meruit.
- IV. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
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- V. As used in this Contract, the term "Deliverable" refers to tangible "commodities", as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:
- A. Each Deliverable must be physically delivered to the Department's Contract Manager, or to a person designated by the Contract Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
 - B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department's inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.
 - C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
 - 1. a test environment that simulates the production environment as much as is reasonably possible; and
 - 2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.
 - D. The Department's inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.
- VI. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.
- VII. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- VIII. Notwithstanding anything to the contrary contained in a State Term Contract, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract and shall be merchantable and fit for the particular purposes intended by the Contract.
- IX. The Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable, and the Department's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:
- A. As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third-party software or other information technology, which was used to produce the Deliverable;
 - B. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.
- X. The Contractor further warrants that the Contractor shall not disclose to any third party, without the express, prior, written approval of the Department, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The terms "record a report" and "student" shall have the meanings prescribed in s. 1002.22(2)(c) and (d), F.S. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).
- XI. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Department shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.
- XII. Intellectual property is subject to following additional provisions:
- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
 - B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf the State of Florida.
 - C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
 - D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
 - E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 - 1. The written source code;
 - 2. The source code files;
 - 3. The executable code;
 - 4. The executable code files;
 - 5. The data dictionary;
 - 6. The data flow diagram;
 - 7. The work flow diagram;
 - 8. The entity relationship diagram; and

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.

- XIII. The Department reserves the right, at its option, to issue a change order to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Department and the Contractor.
- XIV. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- XV. The Contractor understands that s. 20.055, F.S., requires every contractor and subcontractor to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing; and the Contractor shall comply with this requirement. The Contractor shall grant access to all records pertaining to the Contract to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.
- XVI. The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Department access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.
- XVII. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor's operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.
- XVIII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications or Attachment A, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.
- XIX. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:
- A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor; and
 - B. The Contractor shall allow the Department to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Department, at the Department's request, complete and accurate documentation pertaining to the subcontract or the Contract.
- XXI. The Contractor shall coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
- A. Monitoring the activities of the Contractor;
 - B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
 - C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
 - D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
 - E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.
- XXII. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXIII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
- XXIV. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
- XXV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
- XXVI. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.
- XXVII. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- XXVIII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third-party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.
- XXIX. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.
- XXX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
ATTACHMENT C
STANDARD TERMS AND CONDITIONS**

- XXXI. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt within accordance with Rule 60A-1.006, F.A.C.
- XXXII. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- XXXIII. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida Executive Order No. 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
- XXXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Department may cancel this contract if an attached explanation is not acceptable to the Department or the Federal government.
- XXXV. MyFloridaMarketPlace
- A. MyFloridaMarketplace Vendor Registration: Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.033, Florida Administrative Code, unless exempt therefrom.
- B. MyFloridaMarketPlace Transaction Fee: The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE..
- XXXVI. The Contractor shall comply with all applicable Federal, State and County laws, ordinances, rules, and regulations applicable to the Contractor and applicable to its performance under this Contract.
- XXXVII. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.), and fully comply with all information technology security policies. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall also fully comply with 60GG-2 Information Technology Standards.
- XXXVIII. If this Contract is for goods or services over \$1,000,000, this Contract may be terminated at the option of the Department if the Contractor is found to have submitted a false certification as provided under subsection 287.135(5), F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.
- XXXIX. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.
- XL. In accordance with Executive Order 20-44, each contractor meeting the following criteria: 1) all entities named in statute with which the agency must form a sole source, public private agreement and 2) all entities that, through contract or other agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds shall provide to the department an annual report in the format required by the department. This report shall detail the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the grantee shall submit with the annual report the most recent Return of Organization Exempt From Income Tax, Form 990, if applicable, or shall indicate that the contractor is not required to file such Form 990. Contracted entities must inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity. This report shall be submitted by March 1 of each year. Executive Order 20-44 may be obtained via this link, https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-44.pdf
- XLI. Unless otherwise specifically authorized herein, Contractor shall not convey anything of value, including but not limited to gifts, loans, rewards, favors or services, directly to any agent, employee or representative of the Department, and shall promptly notify the Department in the event that an agent, employee or representative of the Department attempts to solicit the same.
- XLII. In accordance with section 287.138, F.S., beginning on or after the dates provided in section 287.138(4), F.S., a Governmental Entity may not accept a bid, proposal, or reply for a contract which would grant an entity access to an individual's Personal Identifying Information unless the entity provides the Governmental Entity with an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form." (Attachment I) See also F.A.C. 60A-1.020 Attestation Forms.

**STATE OF FLORIDA DEPARTMENT OF EDUCATION
CONTRACT
(NON-STATE TERM)
NO. 21-953**

Department of Education Division: Office of Safe Schools	Name of Contractor <u>34ED LLC d/b/a CENTEGIX</u> Address of principal place of business: <u>P.O. Box 48826</u> <u>Athens, GA 30604</u>
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This Contract ("Contract") is entered into as a contractual undertaking by and between the Florida Department of Education ("Department") and the above-named Contractor ("Contractor") as of the Effective Date concerning the project identified below ("Project").

I. Name of Project:

Alyssa's Alert

II. Brief Summary of Nature and Purpose of Project:

The purpose of this project is to provide a state-wide mobile panic alert system for all school districts and charter schools that is capable of connecting diverse emergency services technologies that can provide real-time coordination between multiple first responder agencies, and can integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

III. Contract Documents:

The documents establishing and constituting the contractual relationship between the Department and the Contractor (referred to collectively as the "Contract") supersede all prior agreements and understandings, written or oral, regarding this Project and consist of the following:

- This Contract, including all of the following attachments, which are hereby incorporated by reference and made a part hereof, and which are identified as follows (reference additional attachments as appropriate):
 1. Attachment A: Detailed Description of Performance Duties;
 2. Attachment A, Exhibit 1 Contractor Product/Solution Description
 3. Attachment A, Exhibit 2 District Contractor Selection Form
 4. Attachment A, Exhibit 3 District Maximum Allocation
 5. Attachment B: Payment Schedule;
 6. Attachment B, Exhibit 1 Deliverable
 7. Attachment C: Standard Terms and Conditions;
 8. If determined by the Department to be applicable, Attachment D: Single Audit Act Requirements. The Department determines that Attachment D is not applicable and
 9. Attachment E: Minority Sub Contractors Utilization Summary. The Department determines that Attachment E is not applicable.
 10. Attachment F: Service Level Agreement (if applicable)
 11. Attachment G – ITN 2012 Addendum 1 State-Wide Mobile Panic Alert System

**STATE OF FLORIDA DEPARTMENT OF EDUCATION
CONTRACT
(NON-STATE TERM)**

- 12. Attachment H – ITN 2021-31 State-Wide Mobile Panic Alert System
- 12. Attachment I – ITN 2021-31 Clarification on Scalable Price
- 13. Attachment J – ITN 2021-31 Best and Final Offer
- 14. Attachment K – ITN 2021-31 Technical Response

In the event of a conflict between the Contract and any of the attachments, the order of priority in terms of the controlling provisions and documents are as follows: this Contract, Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G, Attachment H, Attachment I, Attachment J and Attachment K.

IV. Project Management:

The Department and the Contractor designate their respective representatives, identified below ("Contract Manager"), for coordination, communication, and management of the Project.

For the Department:

For the Contractor:

Sylvia Ifft
(Name)

Steve Gambill
(Name)

Operations and Management Consultant II
(Title)

Sales Operations Manager
(Title)

325 W Gaines St
Tallahassee, FL 32399
(Mailing address)

P.O. Box 48826
Athens, GA 30604
(Mailing address)

Telephone: 850-245-5173
Fax: 850-245-5169
Email: Sylvia.Ifft@fldoe.org
(Phone, fax and e-mail)

Telephone: 770-546-5466
Fax: N/A
Email: sgambill@centeqix.com
(Phone, fax and e-mail)

V. Effective Date:

This Contract shall be effective on the date upon which it is signed by both Department and Contractor, whichever is later.

VI. Expiration Date:

This Contract shall expire thirty-six (36) months from date of execution unless cancelled earlier in accordance with its terms.

VII. Renewal:

Subject to the limitations set forth in Sections 287.057(13), and 287.058(1)(g), Florida Statutes, and Attachment C, Section I.F, this Contract is renewable at the option of the Department for a renewal period or periods with commencement and expiration dates as follows: up to three (3) one-year terms.

**STATE OF FLORIDA DEPARTMENT OF EDUCATION
CONTRACT
(NON-STATE TERM)**

The Department shall provide advance written notice of at least thirty (30) days of its decision to exercise its option.

VIII. Travel:

Contractor will ☐ will not ☒ be reimbursed for travel pursuant to Section 112.061, Florida Statutes.

IX. Notice:

Notice given pursuant to the terms and conditions of this Contract shall be sufficient if given to the receiving party's Contract Manager either 1) in writing addressed to that Contract Manager by certified mail, return receipt requested, or 2) by hand delivery, 3) by facsimile, or 4) by email.

X. Approval and Execution:

The Department and the Contractor have caused this Contract to be executed by their undersigned officials, duly authorized.


DEPARTMENT OF EDUCATION

34ED, LLC d/b/a CEN/EGIX

By:


Signature DOE GENERAL COUNSEL
FOR

By:


Signature

Name: Richard Corcoran

Name: Matthew Stevens

Typed

Typed

Title: Commissioner

Title: CEO

Typed

Typed

Date: 6-7-21

Date: 05/28/2021

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

The detailed description of the Contractor's performance duties and related provisions for the procurement Contract awarded to 34ED LLC d/b/a CENTEGIX, Contract No. 21-953, are as follows:

I. Project Overview:

A. Program Background and Purpose of Project.

The 2020 Legislature amended section 1006.07, Florida Statutes to require each public school in Florida, including charter schools, to implement a mobile panic alert system that may be used by each school district which is capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responders (Chapter 2020-145).

In consultation with the Marjory Stoneman Douglas High School Public Safety Commission, the Florida Department of Law Enforcement (FDLE), and the Division of Emergency Management, the Department was charged with securing a contract through a competitive solicitation for a mobile panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies for public schools, including charter schools, by the beginning of the 2021-2022 school year. Such system, known as "Alyssa's Alert" must integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

B. Scope of Work:

The Contractor shall provide a mobile panic alert system for all participating school districts and charter schools that is capable of connecting diverse emergency services technologies; providing real-time coordination between multiple first responder agencies; and can integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

Beginning with the 2021-22 school year, school staff at each participating public school, including charter schools, will be able to activate a mobile panic alert system, known as "Alyssa's Alert," that:

- Integrates a mobile panic alert system that may be used by each school district
- Connects diverse emergency services technologies
- Ensures real-time coordination between multiple first responder agencies
- Integrates with local public safety answering point infrastructure to transmit 911 calls and mobile activations
- Alerts appropriate Public Safety Answering Point (PSAP) for the jurisdiction of the location of the device
- Is customizable for each district, and charter school governing board to be able to adhere to local emergency codes, emergency naming conventions, update facility profiles, customize messaging, manage users and user access permissions
- Provides real-time activation of the appropriate 911 system and provides at a minimum the emergency information details, location of the device, and unique identifiers of the device
- Provides two-way communications
- Can be silenced by the user
- Adheres to the county's text-to-911 service implementation plans as required by Florida Statutes s. 365.172(15), F.S.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

- Allows and supports districts to designate and manage user permissions and user groups for notification of a panic alert activation, including users at public safety agencies, as defined in s. 365.171, F.S.
- Provides districts administrative access to provide additional campus or facility information through the system
- Addresses all other requirements included within s. 365.171-179, F.S.– Emergency Communications Number “E911” and applicable State 911 administrative rules (60FF-6)
- Provides 24/7 level one tech support to state and local administrators
- Adheres to 99.999% uptime reliability/availability
- Ensures regular system updates are performed to include integration of 911 center updates as applicable
- Connects to both Wi-Fi and cellular
- Is compliant with all applicable privacy protection and information security state and federal laws

911 centers as well as state and local administrators must be notified prior to executing system tests.

Contractor shall address system bugs and apply fixes in a reasonable timeframe.

The solution to be provided by the Contractor is described on Attachment A, Exhibit 1.

School districts and, through the applicable school district, charter school governing boards may implement additional strategies or systems to ensure real-time coordination between multiple first responders in a school security emergency.

School districts and, through the applicable school district, charter school governing boards may select one or more vendors to provide services. School districts shall use Attachment A, Exhibit 2 *District Contractor Selection Form* to indicate the selection(s) of contractor services to be provided. Services may not be initiated by any contractor unless/until the Department has approved the district contractor selection form. In addition, the Department must approve any revisions to the contractor selection form. The total amount of services selected by a district may not exceed the allocation attached as Attachment A, Exhibit 3. This allocation is for State Fiscal year 2020-21. Each subsequent allocation will be subject to and the amount Legislatively appropriated for each fiscal year. .

Contractors may enter into separate contracts further specifying services and timelines to be provided with school districts and/or charter school governing boards so long as the term of such contracts are consistent herewith.

The Contractor agrees to protect and maintain the security of data by adhering to Florida Cyber Security Standards (Chapter 60GG-2, F.A.C.) to include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority. In situations where Contractor(s) will be collecting and/or storing personally identifiable information (PII), protected health information (PHI), financial or other sensitive data, a Service Organization Control (SOC) 2 Type II report shall be made available upon request.

C. Governing Statutory and Administrative Requirements.

The statutes and administrative rules or regulations to be implemented by, this project are as follows:
State: s. 1006.07, F.S.

Federal: N/A

D. Required Outcome of the Project:

The overall outcome of this Project is to implement a mobile panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies public schools, including charter schools, by the beginning of the 2021-2022 school year. Such system, known as “Alyssa’s Alert” must integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.E. Role of the Contractor:

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

1. Provide a mobile panic alert system for all participating school districts (including charter schools within the district), as selected by such district and/or charter school, lab schools and/or the Florida School for the Deaf and the Blind that is capable of connecting diverse emergency services technologies; providing real-time coordination between multiple first responder agencies; and integrating with local public safety answering point infrastructure to transmit 911 calls and mobile activations. The Contractor is responsible for providing all labor, material, equipment and services needed for the project as outlined in Section B, Scope of Work.
2. Provide the the Department with a full-time contact person approved by the Department's contract manager. The Contractor's contact person shall make the Department's contract manager aware of any issues as they arise, manage routine issues associated with assigned personnel, and provide reports as outlined in the contract or as requested by the Department's contract manager.
3. The Contractor must ensure all personnel performing services on public school property comply with the Jessica Lunsford Act including meeting level 2 screening requirements as described in s. 1012.32, F.S. Reference s. 1012.465, F.S.
4. The Contractor must ensure the protection and security of system data by adhering to Florida Cyber Security Standards (Chapter 60GG-2, F.A.C.) to include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority. In situations where Contractor(s) will be collecting and/or storing personally identifiable information (PII), protected health information (PHI), financial or other sensitive data, a Service Organization Control (SOC) 2 Type II report shall be made available upon request.

F. Role of the Department:

1. Coordinate with school districts to collect the districts selection of services among contractors;
2. Review invoices prior to payment to ensure the applicable district has received and accepted the deliverables;
3. Ensure that services are provided in accordance with the Contract; and
4. Coordinate with the Contractor and applicable school districts regarding performance issues as they arise.

G. Role of the Participating School Districts:

1. School districts (including charter schools), lab schools and the Florida School for the Deaf and the Blind may select one or more vendors to provide services under this contract.
2. School districts shall use Attachment A, Exhibit 2 District Contractor Selection form to indicate the selection(s) of contractor services to be provided.
3. Services under this contract may not be initiated by any contractor unless/until the Department has approved the district contractor selection form.
4. In addition, the Department must approve any revisions to the district contractor selection form. The total amount of services selected by a district may not exceed the allocation attached as Attachment A, Exhibit 3.
5. School districts shall timely review invoices submitted by contractors and approve those accurately reflecting deliverables met and providing notice of deliverables not met.

II. Project Phases and Deliverables (include associated tasks and documentation to be used as evidence of completion):

A. Description of the Major Phases Stages or Other Organizational Structure of the Project.

1. Develop a comprehensive annual plan
2. Complete a technology and infrastructure evaluation and develop a phased project plan
3. Execute a mutually agreed upon service level agreement (SLA) between the Department and the Contractor

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

4. Implement the approved phased plan
5. Provide online training and user guides
6. Perform regular system testing and maintenance

B. Deliverables.

The following is the itemized list of each Deliverable which the Contractor is required to provide to the Department, and for each Deliverable: the specifications for the Deliverable; the description of the activities leading to the Deliverable; and, the expected date of completion of the Deliverable. Deliverables are indicated in Attachment B, Exhibit 1.

C. Criteria for Final Completion of the Contract.

Provide a mobile panic alert system for participating schools that is capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies public schools, including charter schools.

D. Acceptance Testing.

To implement the provisions of Attachment C, Section IV., Deliverables shall be approved in accordance with the following acceptance testing plan: The Contractor and District shall test services as rendered, and all invoices shall be accompanied by the evidence of the District's approval.

E. Software Updates.

If the project involves the use of software to be provided by or through the Contractor, periodic updates to such software will be handled in accordance with the following: All software and/or maintenance shall be the Contractor's responsibility.

III. Performance Bond.

As provided in Attachment C, Section XVIII, the Contractor shall provide the Department with a performance bond. However, this requirement shall be waived for the first year of the Contract, insofar as the Contract's value is indeterminable without first gauging District utilization during the first year of Contract performance. Accordingly, the Department may, in the future and at its sole discretion, require the Contractor to provide a performance bond based upon and commensurate with the monies paid under this Contract during the preceding year or years of Contract performance.

IV. Financial Consequences

If the Contractor fails to meet the minimum level of service or performance identified, the Department will be injured as a result thereof. If the requirements are not timely and satisfactorily performed, the Contractor shall be subject to one or more of the financial consequences listed. The contract manager shall periodically review the progress made on the activities and deliverables. If the Contractor fails to meet and comply with the activities/deliverables established or to make appropriate progress and they are not resolved within two weeks of written notice; the contract manager may approve: (1) withholding of payment until the deficiency is cured, (2) request the contractor redo the work, or (3) a reduced payment by the rate established under this contract. The contract manager must assess one or more of the financial consequences based on the severity of the failure to perform and the impact of such failure on the ability of the contract to meet the timely and desired results. These financial consequences shall not be considered penalties. The Department; at its sole discretion, may offer the Contractor an extension for any listed tasks, timelines, or deliverables during which the indicated financial consequences shall not apply. Notification of any extension shall be provided to the Contractor in writing. If financial consequences are imposed and due; the Department may offset the financial consequences from the next invoice or from the final retained payment, or require separate payment. Any payment made in reliance on the Contractor's evidence of performance; which evidence is subsequently determined to be erroneous, will be immediately due as an over payment.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

V. Modification of Standard Terms and Conditions.

Each of the following enumerated provisions supersedes or modifies, as indicated, the Section of Attachment C, Standard terms and Conditions, to which it expressly refers:

1. Invoices. In lieu of the terms in Section III.A of the Standard Terms, the following shall apply: "Contractor agrees to submit an invoice within sixty (60) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit an invoice within sixty (60) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this Contract or quantum meruit."
2. Acceptance. In lieu of the terms in Section V.C of the Standard Terms, the following shall apply: "In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., acceptance of the Deliverable shall occur upon (a) completion of installation and training at the District and District certification of the connection of the Deliverable to a public safety answering point ("PSAP")."
3. Warranties. In lieu of the terms in Section VIII and IX of the Standard Terms, the following shall apply: "Notwithstanding anything to the contrary contained herein, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract. Except as provided in the preceding sentence, CONTRACTOR MAKES NO WARRANTIES TO THE DEPARTMENT WHATSOEVER WITH RESPECT TO THE COMMODITIES, AS DEFINED IN S. 287.012, F.S. ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED."
4. Preexisting Work. The parties agree that all Deliverables consisting of software and firmware ("**Software**") are pre-existing works of Contractor. Contractor retains ownership of Software and all intellectual property rights therein. The parties further agree that Section XII of the Standard Terms shall not apply to (a) any integrations of the Software with third party systems (including any PSAP) hereafter developed, (b) modifications to a Deliverable to comply with any reporting or other requirements of the Contract, and (c) any modifications or improvements made by Contractor to the Software in the ordinary course of business (collectively, "**Enhancements**"). Upon delivery to the District, Enhancements are merged with Software. By this provision, the parties intend that Contractor shall own Enhancements and all intellectual property rights therein and that the District and the Department shall have the same rights and obligations in Enhancements that that the District and the Department have in the Software.
5. Audits. In lieu of the terms in Section XVI of the Standard Terms, the following shall apply: "The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. By mutual agreement, these audits may require Department access to records and data, computers and communications devices, and other materials owned or operated by the Contractor."
6. Assignment. In lieu of the terms in Section XIX of the Standard Terms, the following shall apply: "Contractor leverages its personnel with certified personnel not employed by Contractor to perform placement of Deliverables and related services required to fulfill the Contract. Contractor retains responsibility for the performance of such personnel. Contractor may assign this Contract upon notice to the Department to any successor to the business and assets of Contractor. The Department may terminate this Agreement without penalty within thirty (30) days of such notice if the Department objects to the successor to Contractor's assets and business."
7. Default. In lieu of the terms in Section XXVI of the Standard Terms, the following shall apply: "Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default; *provided that* the Department may terminate the Contract after written notice to Contractor and a ten (10) day cure period, if the default has not been remedied to the reasonable satisfaction of the Department. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A
DETAILED DESCRIPTION OF PERFORMANCE DUTIES**

deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.”

8. Indemnification. In lieu of the terms in Section XXVIII of the Standard Terms, the parties agree that Section 19 of the PUR 1000 General Contract Conditions shall apply, which by this reference are incorporated herein and made a part hereof. This Section 8 STATES the contractor's ENTIRE OBLIGATION TO the department AND the department's EXCLUSIVE REMEDY FOR any INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY OTHER PERSON and FOR ANY breach of any express or implied warranty of non-infringement.
9. Force Majeure. Neither party shall be in default by reason of any failure in performance under the Contract if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, fire, flood, epidemic, restrictions, strikes, and/or freight embargoes.
10. Limitations. The Deliverables are not a life-saving system and no part of the Deliverables is a life safety device. The Deliverables are communications systems designed to allow the Department's personnel to signal an alert if there is an emergency in the classroom or provide other safety and security functions. Emergencies and the resulting confusion, errors in judgment, interruption of power and communications, and other issues surrounding emergencies may result in the failure of systems or in inappropriate or less than optimal actions or inactions by persons reacting or responding to emergencies. The Deliverables may not be operational or work properly as a result of environmental factors and weather conditions beyond human control, unmaintained, stolen, or damaged equipment, the failure of the internet and other communications systems, or the failure of electrical grid.
11. Limitation of Liability. The parties agree that the first paragraph of Section 20 of the PUR 1000 General Contract Conditions shall apply, which by this reference is incorporated herein and made a part hereof.
12. Miscellaneous. Capitalized terms not defined herein shall have the meanings ascribed to them in the Contract, the SOW, and any attachments thereto. This Annex shall prevail over any conflicting terms and conditions in the Contract, the SOW, and any attachments thereto.

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**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A, EXHIBIT 1**

CENTEGIX™ is a technology-based solution delivery company that provides a unique and thorough CrisisAlert™ solution to school districts seeking secure, innovative, and streamlined emergency notifications. Based in Atlanta, Georgia, CENTEGIX™ takes a distinctive approach to delivering safety and security solutions to school districts around the country. CENTEGIX™ specializes in helping school leaders respond to any and all crisis events, ranging from active shooters to the everyday emergencies common in schools.

Since the launch of CrisisAlert, we have been singularly driven to develop a solution that stands up to the rigors and limitations of real-world emergencies while minimizing the time and fine motor skills required to initiate and respond to whatever crisis arises. We are excited to offer our innovative mobile panic alert solution that utilizes both a mobile app and a wearable panic button to eliminate the significant gaps of all app-only solutions.

CrisisAlert solution provides every district/school employee with a wearable badge from which an alert can be generated by the simple click of a button. Our easily installed hubs ensure total coverage throughout campus. The CrisisAlert badge provides every employee with an immediate and discreet method to initiate an alert when faced with an emergency. Our installation platform verifies complete campus coverage, ensuring badges work throughout a campus, even in remote, rural, and otherwise access challenged areas.

The CrisisAlert badge not only empowers every employee to request individual help (StaffAlert), but it ensures all employees can initiate a lockdown/CODE RED (CampusAlert) via a body-worn device. In both situations, notifications are sent to designated responders (including automatic 911 call generation if a lockdown/CODE RED is initiated), providing key information (person and their location on campus), to ensure response time is minimized and enable tight coordination between multiple first responder agencies. Our solution can unite diverse emergency services technologies via our strategic partnerships designed to handle all types of emergencies, from on-site badge-level activations or remote campus-wide alerts to protect from nearby criminal activity, severe weather, threats, etc.

Our unique solution provides an integrated crisis management platform that accelerates the critical response times and communications needed throughout an emergency. While our badge and cell phone-app solution, with all its advantages outlined above, is being offered within the ITN's specified budget, CrisisAlert also offers optional capabilities available to individual districts or charter schools. These enhanced features include several site-wide emergency add-ons such as visual alert strobes throughout the campus, intercom integration automating verbal communications, and computer screen takeovers providing key written instructions. Each of these helps ensure everyone on campus knows to take action and what actions to take. Each element is optional and configurable to the specific desires of the individual district or charter school.

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A, EXHIBIT 2
MOBILE PANIC ALERT SYSTEM – DISTRICT CONTRACTOR SELECTION**

Contract # ____

District Name: ____

District Maximum Allocation: \$_____

Maximum available allocation for District, per attached Attachment A, Exhibit 3.

Pursuant to section 1006.07(4)(e), Florida Statutes, the Department of Education ("Department") has procured mobile panic alert system solutions to be used by participating school districts (including charter schools through their district), lab schools and the School for the Deaf and the Blind ("Districts"). This District Contractor Selection form, when completed by a District, shall serve as notice of a selection of services to be provided by the referenced contractor ("Contractor"), for which the Contractor will submit to the Department for reimbursement under the referenced contract ("Contract"). The identified district is a third party beneficiary to the Contract, and services will not be provided until this document is approved by the Department. Any revision to this selection must be approved by the Department prior to rendering of services. Contractors may enter into separate contracts further specifying services and timelines to be provided with school districts and/or charter school governing boards so long as the term of such contracts are consistent herewith.

First, in order to provide the best value, maximum flexibility and control for the District, this District Contractor Selection form identifies a solution and Contractor selected by the District and the unit price for all services to be provided in the district. Total services provided to a district (including charter schools) by all contractors may not exceed the District's maximum available allocation.

The Department will reimburse the selected Contractor for services provided under the referenced Contract and in accordance with the approved District Contractor Selection form, but any services which exceed the scope of the Contract will be the sole responsibility of the District. Districts shall timely review invoices submitted by contractors and approve those accurately reflecting deliverables met and providing notice of deliverables not met.

Finally, the District acknowledges that the services provided in relation to the referenced Contract may incorporate and interoperate with school safety systems which may, either now or in the future, exist within the District or their facilities; examples may include, but are not limited to, video surveillance, automated lock, public address and/or emergency notification systems. Each District agrees that any future development or implementation of school safety systems will synchronize and integrate with the services provided under the Contract, as may be applicable and reasonably achieved.

This Contractor Selection Form includes services to be installed at (select one of the following):

<input type="checkbox"/>	Traditional public school campuses only
<input type="checkbox"/>	Both traditional public and public charter school campuses
<input type="checkbox"/>	Public charter schools only

The District makes the following selection (indicate \$0 for any contractor not selected):

Contractor Name:	Amount:
APPARMOR/CUTCOM SOFTWARE	
ARES SECURITY CORPORATION	
AT&T	

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A, EXHIBIT 2**

CENTEGIX	
EVERBRIDGE	
GUARD911, LLC	
INTRADO	
MOTOROLA SOLUTIONS	
RAPTOR	
911 CELLULAR	
Total (must not exceed District's maximum allocation)	

For each contractor selected, attach a schedule indicating the name and MSID number for all school sites included, the unit price and total amount for each site, as well as the total for each vendor. The unit price shall not exceed the rates established in the contract.

Will the Contractor provide services or installation for District program or staff support facilities?

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

In addition to the attached schedule describing the maximum allocation per District, Districts shall attach a second schedule identifying which sites and/or campuses will utilize the services contemplated herein.

IN WITNESS WHEREOF, the below-described parties have caused their duly authorized officer(s) to execute and deliver this Contractor Selection Form as of the day and year below stated.

District:

Authorized Signature	Date
Print Name	
Title	

Department of Education Use Only

CERTIFICATION STATEMENT: "I _____ certify that I am the contract manager and the provided information is accepted and the Contractor is authorized to provide the services as outlined for the District as specified in the primary contract.

APPROVED this ____ day of _____.

Florida Department of Education

Department Contract Manager	Date
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**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT A, EXHIBIT 3**

Panic Alarm Allocation at 2k Per School
3/15/2021 12:58 PM

FLORIDA DEPARTMENT OF EDUCATION
Panic Alarm Allocation at 2k Per School

District	School Campuses	\$2,000 Per Campus
	-1-	-2-
1 Alachua	50	100,000
2 Baker	7	14,000
3 Bay	37	74,000
4 Bradford	9	18,000
5 Brevard	104	208,000
6 Broward	295	590,000
7 Calhoun	5	10,000
8 Charlotte	23	46,000
9 Citrus	22	44,000
10 Clay	47	94,000
11 Collier	61	122,000
12 Columbia	15	30,000
13 Dade	450	900,000
14 DeSoto	6	12,000
15 Dixie	5	10,000
16 Duval	188	376,000
17 Escambia	57	114,000
18 Flagler	10	20,000
19 Franklin	3	6,000
20 Gadsden	12	24,000
21 Gilchrist	4	8,000
22 Glades	4	8,000
23 Gulf	4	8,000
24 Hamilton	2	4,000
25 Hardee	7	14,000
26 Hendry	16	32,000
27 Hernando	26	52,000
28 Highlands	18	36,000
29 Hillsborough	283	566,000
30 Holmes	7	14,000
31 Indian River	27	54,000
32 Jackson	13	26,000
33 Jefferson	2	4,000
34 Lafayette	2	4,000
35 Lake	55	110,000
36 Lee	105	210,000
37 Leon	49	98,000
38 Levy	11	22,000
39 Liberty	3	6,000
40 Madison	8	16,000
41 Manatee	64	128,000
42 Marion	55	110,000
43 Martin	25	50,000
44 Monroe	16	32,000
45 Nassau	16	32,000
46 Okaloosa	41	82,000
47 Okeechobee	10	20,000
48 Orange	246	492,000
49 Osceola	75	150,000
50 Palm Beach	218	436,000
51 Pasco	96	192,000
52 Pinellas	150	300,000
53 Polk	155	310,000
54 Putnam	21	42,000
55 St. Johns	43	86,000
56 St. Lucie	46	92,000
57 Santa Rosa	35	70,000
58 Sarasota	56	112,000
59 Seminole	68	136,000
60 Sumter	9	18,000
61 Suwannee	10	20,000
62 Taylor	8	16,000
63 Union	3	6,000
64 Volusia	77	154,000
65 Wakulla	10	20,000
66 Walton	19	38,000
67 Washington	6	12,000
68 F.S.D.B.	1	2,000
69 FAMU	1	2,000
70 FAU - Palm Beach	1	2,000
71 FAU - St. Lucie	1	2,000
72 FSU - Broward	1	2,000
73 FSU - Leon	1	2,000
74 UF	1	2,000
75 FL Virtual School	0	0
Total		7,274,000

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE**

The Payment Terms and Schedule for the procurement contract awarded to 34ED LLC d/b/a CENTEGIX Contract Number 21-953 are as follows:

- I. An "X" beside the correct provision in this section signifies that the provision is applicable to the Contract into which this Attachment B is incorporated.

- A. Place an "X" beside *either* 1 or 2:

☐ 1. The total payment shall be the amount entered in the space provided in Section II, below.

Or

☒ 2. The total payment shall be an amount not to exceed the amount entered in the space provided in Section II, below.

- B. Place an "X" beside *either* 1 or 2:

☐ 1. The total payment shall be paid as a single, lump sum payment upon the Contractor meeting the criteria for completion of the Contract.

Or

☒ 2. The total payment shall be paid as scheduled progress payments in accordance with Section III, below, which prescribes the amount of each payment, the specified Deliverable(s) that must be received and approved prior to each payment, and the projected payment date.

Or

☐ Not applicable

- C. If I.A.2. applies, place an "X" beside any of the following that apply:

☐ 1. The total payment includes amounts, which are set aside for specified activities as described in Section IV, below. Records shall be kept by the Contractor to account for amounts earned for each activity. In the event that the full amount set aside for any activity is not earned, the unearned amount shall revert to the Department and shall be reflected as an adjustment to the final payment.

☒ 2. Contract payments shall be based on a system of rates as prescribed in Section V, below, which shall account for all or a portion of the total contract payment also as prescribed in Section V, below.

- II. As specified in Section I.A., the amount that the total payment shall not exceed is the following:
twenty three million, seven hundred twenty-nine thousand, one hundred dollars (\$23,729,100).

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE**

This is the maximum amount as identified in the Best and Final Offer. The amount payable will be based on district usage utilizing the rates identified in Section V below.

- III. The schedule of progress payments, the Deliverable(s) required to be received and approved, and the projected payment dates are set forth below. The actual date of payment shall be governed by the receipt and approval of the Deliverable(s), not by the projected payment date which is included to assist in planning the Contract activities and managing the project.

Amount of payment: See Attachment B, Exhibit 1 Deliverables

- IV. The amounts included in the total payment which are set aside for specified activities in accordance with Section I.C.1, above, the specified activity to which each amount pertains, and the criteria under which the Contractor earns portions of the amount which is set aside are described below: N/A

Amount Set Aside: N/A

Description of Activity: N/A

Criteria for Earning Portion of the Amount which is set aside:

- V. The system of rates upon which contract payments are based is prescribed as follows:

- A. As applicable, the type of work or the professional designation of a worker to whom the rate applies, the dollar amount of the rate, and the time unit covered by the rate amount are set forth below:

See Attachment B, Exhibit 1 Deliverables

- B. As needed, further description or explanation of the information prescribed in Section V.A, above, such as but not limited to conditions precedent to the commencement of work, payment caps by category, or conditions under which the time unit or dollar amount may be adjusted are as follows:
N/A

- C. Each invoice which requests a payment based upon the system of rates:
- shall include an Verification of Completion of Services, which will be completed and approved by authorized district personnel;
 - shall identify the pertinent dollar amount per time unit and the category of type of work, or professional designation of worker, in language which corresponds to subsection V.A, above;

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B
PAYMENT TERMS AND SCHEDULE**

- shall specify the totals of the time units and amount of payment sought for each category of type of worker and for each worker, and,
 - shall be documented by time and performance records which are adequate for preaudit and postaudit.
- VI. For purchases pursuant to state term contracts, the total payment for completion of all requirements of the Contract which makes specific the Department's procurement under a State Term Contract awarded to the Contractor by the Department of Management Services reflects a savings to the Department in comparison to the total projected amount for the same work under the rates established in the State Term Contract No «StateTermContractNo», as explained below: N/A

Federal funds awarded through the Department by this Contract, if any: N/A

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B, Exhibit 1
PAYMENT TERMS AND SCHEDULE**

Contractor: CENTEGIX. This pricing schedule reflects our simple, per school location pricing and provides districts with basic badge alerting capabilities. To determine the district level price, simply multiply the Deliverable price by the number of school locations.

Year 1			
Deliverable No.	Deliverable Price	Due Date	Description of Deliverable(s):
Y1-1	Price Included in Implementation deliverable	(completed by vendor based on reply) 6-8 weeks after contract execution	Annual Plan: Develop a comprehensive annual plan that describes the required services to the Department to include: <ul style="list-style-type: none"> • Program requirements and enhancements • Schedule of all contract activities • Security requirements as approved by the Department, including a system security plan
Y1-2	Price included in Implementation deliverable	(completed by vendor based on reply) 6-8 weeks after department approval of district contractor selection form	Technology and Infrastructure Evaluation: Complete an evaluation of the following for school districts and charter school governing boards: <ul style="list-style-type: none"> • Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law • Identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law • Work with the Department to develop a phased project plan to ensure project completion by August 1, 2021.
Y1-3	Unit Price: \$ 2000	(completed by vendor based on reply) 6-8 weeks after department approval of district contractor selection form	Implementation: Implement the approved phased project plan to ensure project completion by August 1, 2021 that adheres to the requirements outlined in the scope of work. Unit Price as indicated: per student/per teacher/per campus, include methodology description above
Y1-4	Price included in Implementation deliverable	(completed by vendor based on reply) 6-8 weeks after department approval of district contractor selection form	User training: Provide online training and user guide(s) to end users and administrators on the use of the mobile panic alert system.
Y1-5	Price included in Implementation deliverable	(completed by vendor based on reply) or 6-8 weeks after department approval of district contractor selection form)	System tests: Scheduled system testing across devices on the system <ul style="list-style-type: none"> • After each product update/release and/or; • Quarterly

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B, Exhibit 1
PAYMENT TERMS AND SCHEDULE**

Year 2			
Y2-1	Price included in Implementation or maintenance deliverable	6/30/2022	Annual Plan: Develop a comprehensive annual plan that describes the required services to the Department to include: <ul style="list-style-type: none"> • Program requirements and enhancements • Schedule of all contract activities • Security requirements as approved by the Department, including a system security plan
Y2-2	Price included in Implementation deliverable	(completed by vendor based on reply) 6-8 weeks after department approval of district contractor selection form)	Technology and Infrastructure Evaluation: Complete an evaluation of the following for school districts and charter school governing boards: <ul style="list-style-type: none"> • Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law • Identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law • Work with the Department to develop a phased project plan to ensure project completion by August 1, 2022.
Y2-3	Unit Price: \$1635	August 1, 2022	Implementation: Implement the approved phased project plan to ensure project completion by August 1, 2022 that adheres to the requirements outlined in the scope of work.
Y2-4	Price included in Implementation deliverable	September 30 December 30 March 30 June 30	Ongoing System Maintenance and Support
Y2-5	Price included in Implementation deliverable	(completed by vendor based on reply) 6-8 weeks after department approval of district contractor selection form	User training: Provide online training and user guide(s) to end users and administrators on the use of the mobile panic alert system.
Y2-6	Price included in Implementation deliverable	After each product update or release or at a minimum quarterly	System tests: Scheduled system testing across devices on the system <ul style="list-style-type: none"> • After each product update/release or; • At a Minimum Quarterly

**STATE OF FLORIDA, DEPARTMENT OF EDUCATION
PROCUREMENT CONTRACT – ATTACHMENT B, Exhibit 1
PAYMENT TERMS AND SCHEDULE**

Year 3			
Y3-1	Price included in Implementation or maintenance deliverable	6/30/2023	Annual Plan: Develop a comprehensive annual plan that describes the required services to the Department to include: <ul style="list-style-type: none"> • Program requirements and enhancements • Schedule of all contract activities • Security requirements as approved by the Department, including a system security plan
Y3-2	Price included in Implementation deliverable	(completed by vendor based on reply) 6-8 weeks after department approval of district contractor selection form)	Technology and Infrastructure Evaluation: Complete an evaluation of the following for school districts and charter school governing boards: <ul style="list-style-type: none"> • Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law • Identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law • Work with the Department to develop a phased project plan to ensure project completion by August 1, 2023.
Y3-3	Unit Price: \$ 1635	August 1, 2023	Implementation: Implement the approved phased project plan to ensure project completion by August 1, 2023 that adheres to the requirements outlined in the scope of work.
Y2-4	Price included in Implementation deliverable	September 30 December 30 March 30 June 30	Ongoing System Maintenance and Support
Y3-5	Price included in Implementation deliverable	(completed by vendor based on reply) 6-8 weeks after department approval of district contractor selection form	User training: Provide online training and user guide(s) to end users and administrators on the use of the mobile panic alert system.
Y3-6	Price included in Implementation deliverable	After each product update or release or at a minimum quarterly	System tests: Scheduled system testing across devices on the system <ul style="list-style-type: none"> • After each product update/release or; • At a Minimum Quarterly
Renewal Year 1			
R1 - 1		TBD	Annual Plan Review
R1- 2	\$412	TBD	System Testing and Training
R1- 3		TBD	Ongoing System Maintenance and Support
Renewal Year 2			
R2 - 1		TBD	Annual Plan Review
R2- 2	\$412	TBD	System Testing and Training
R3- 3		TBD	Ongoing System Maintenance and Support
Renewal Year 3			
R3 - 1		TBD	Annual Plan Review
R3- 2	\$412	TBD	System Testing and Training
R3- 3		TBD	Ongoing System Maintenance and Support

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Contract No. 21-953

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S.):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
 - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. In fulfilling its obligations under this Contract and Chapter 119, F.S., Contractor must comply with the requirements outlined in s. 119.0701, F.S. If Contractor fails to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Contractor regarding an action brought to enforce a public records request sent to Contractor, or terminating the Contract. Pursuant to s. 119.0701, F.S., Contractor must:
- A. Keep and maintain public records required by the Department to perform the service;
 - B. Upon request from the Department's custodian of public records, provide the Department 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 for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and
 - D. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-245-0735 & contractcustodian@fldoe.org, Florida Department of Education, Attn: Contract Custodian 325 W. Gaines Street, Suite 344, Tallahassee, FL 32399-0400.**
- III. The Contractor shall prepare an invoice for the amount due and mail it to the Department of Education Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Department of Education Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory and payment is due. If for any reason they are not satisfactory, payment will be withheld until the unsatisfactory condition or conditions are corrected. Upon receipt of the Contract Manager's approval, the Department of Education Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.
- A. Contractor agrees to submit invoice within thirty (30) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this contract or quantum meruit.
- IV. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospital's, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.
- V. As used in this Contract, the term "Deliverable" refers to tangible "commodities", as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:

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- A. Each Deliverable must be physically delivered to the Department's Contract Manager, or to a person designated by the Contact Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
- B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department's inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.
- C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
 - 1. a test environment that simulates the production environment as much as is reasonably possible; and
 - 2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.
- D. The Department's inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.
- VI. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.
- VII. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- VIII. Notwithstanding anything to the contrary contained in a State Term Contract, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract and shall be merchantable and fit for the particular purposes intended by the Contract.
- IX. The Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable, and the Department's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:
 - A. As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable;
 - B. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.
- X. The Contractor further warrants that the Contractor shall not disclose to any third party, without the express, prior, written approval of the Department, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The terms "record a report" and "student" shall have the meanings prescribed in s. 1002.22(2)(c) and (d), F.S. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).
- XI. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Department shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.
- XII. Intellectual property is subject to following additional provisions:
 - A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
 - B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf the State of Florida.
 - C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
 - D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
 - E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 - 1. The written source code;
 - 2. The source code files;
 - 3. The executable code;
 - 4. The executable code files;
 - 5. The data dictionary;
 - 6. The data flow diagram;
 - 7. The work flow diagram;
 - 8. The entity relationship diagram; and
 - 9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.
- XIII. The Department reserves the right, at its option, to issue a change order to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Department and the Contractor.

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- XIV. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- XV. The Contractor understands that s. 20.055, F.S., requires every contractor and subcontractor to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing; and the Contractor shall comply with this requirement. The Contractor shall grant access to all records pertaining to the Contract to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.
- XVI. The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Department access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.
- XVII. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor's operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage, and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.
- XVIII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications or Attachment A, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.
- XIX. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:
- A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor; and
 - B. The Contractor shall allow the Department to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Department, at the Department's request, complete and accurate documentation pertaining to the subcontract or the Contract.
- XXI. The Contractor shall coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
- A. Monitoring the activities of the Contractor;
 - B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
 - C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
 - D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
 - E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.
- XXII. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXIII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
- XXIV. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
- XXV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
- XXVI. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.
- XXVII. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- XXVIII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.
- XXIX. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.
- XXX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.
- XXXI. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt within accordance with Rule 60A-1.006, F.A.C.
- XXXII. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

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- under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- XXXIII. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida Executive Order No. 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
- XXXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Department may cancel this contract if an attached explanation is not acceptable to the Department or the Federal government.
- XXXV. MyFloridaMarketPlace
- A. MyFloridaMarketplace Vendor Registration
- Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.031, Florida Administrative Code, unless exempt under Rule 60A-1.031(3) Florida Administrative Code.
- B. MyFloridaMarketplace Transaction Fee
- The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(22), Florida Statutes, all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee which the Vendor shall pay to the State, unless exempt under Rule 60A-1.031, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.031, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.
- For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.
- Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- XXXVI. The Contractor shall comply with all applicable Federal, State and County laws, ordinances, rules, and regulations applicable to the Contractor and applicable to its performance under this Contract.
- XXXVII. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.), and fully comply with all information technology security policies. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall also fully comply with 60GG-2 Information Technology Standards.
- XXXVIII. If this Contract is for goods or services over \$1,000,000, this Contract may be terminated at the option of the Department if the Contractor is found to have submitted a false certification as provided under subsection 287.135(5), F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.
- XXXIX. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.
- XXXX. In accordance with Executive Order 20-44, each contractor meeting the following criteria: 1) all entities named in statute with which the agency must form a sole source, public private agreement and 2) all entities that, through contract or other agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds shall provide to the department an annual report in the format required by the department. This report shall detail the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the grantee shall submit with the annual report the most recent Return of Organization Exempt From Income Tax, Form 990, if applicable, or shall indicate that the contractor is not required to file such Form 990. Contracted entities must inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity. This report shall be submitted by March 1 of each year. Executive Order 20-44 may be obtained via this link, https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-44.pdf

FLORIDA DEPARTMENT OF EDUCATION

**BUREAU OF CONTRACTS, GRANTS AND PROCUREMENT
MANAGEMENT SERVICES**

**325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400**

Addendum #1

BID NO.: ITN 2021-31

SEPTEMBER 22, 2020

This addendum is being issued to provide the Answers to Questions submitted timely by vendors during the Question and Answers period.

Please be advised all questions are keyed as submitted.

1. Will the Panic Button system be required to integrate directly with existing [PSAP?] software? If so:

Answer:

The scope of services outlined in section 6.0 of the ITN requires that the solution “[i]ntegrates with local public safety answering point infrastructure to transmit 911 calls and mobile activations, and alerts appropriate Public Safety Answering Point (PSAP) for the jurisdiction of the location of the device” among other requirements.

The second deliverable listed under 6.1 of the ITN requires the Contractor to Complete an evaluation of the following for school districts and charter school governing boards: “public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law, and identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law.”

As such, the Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for integration including requirements included within s. 365.171-179, F.S. – Emergency Communications Number “E911” and applicable State 911 administrative rules (Florida Administrative Code Chapter 60FF-6).

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

1. What are the names of the systems to be integrated with?

ANSWER: See #1

2. Do all these systems offer APIs?

ANSWER: See #1

3. Will the third party systems provide access to those APIs?

ANSWER: See #1

2. Are the [PSAPs?] willing to install the Panic Button vendors software on their systems to monitor incoming panic button requests? If so,

1. What are the minimum system requirements of existing [PSAPs] systems?

Answer:

The Contractor will need to work with the local PSAPs to determine the software requirements for this program.

3. Q: Can the Florida Department of Education please confirm the total number of K12 public and charter schools?

Answer:

The Office of Safe Schools' January 2020 district survey indicated that there are 3,712 public school campuses in Florida. This number will vary slightly as old campuses close or merge and new campuses open.

4. What does the ideal structure look like to you?

Answer:

The Contractor will need to provide a flexible system that can be customized and managed at the district level.

1. Do you intend for this to be managed at the school level with roll ups to the district/county and then state?

Answer: Managed at the district level then rolled up to the state. Some charter school governing boards may choose to manage their own system.

2. Do you expect to have them all tied together or individual?

Answer: This will be determined based on the Contractor, or Contractors

5. Are you wanting a system that will connect to your video camera's, access control, intercom, PBX, Digital signage, desktop takeover, and other technologies for connected-building control and enhanced notification capabilities?

Answer:

State law requires that the mobile panic alert system be capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies, and must integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations. Additional solutions not specified by state law may be negotiated to determine the best value for the state.

6. Do you want both E911 and NG911 connections to the PSAP's?

Answer:

The Contractor will need to work with the local PSAPs to determine the local needs and requirements for this program.

As such, the Department of Management Services and the E911 Board are working to transition Florida to Next Generation 911 (NG-911), which will allow 911 systems to receive all types of emergency communications, including voice, text, data, and multimedia information.

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications including the E911 Board's NG9-1-1 Strategic Plan

7. Do you want to be notified of all 911 calls that originate from a cellphone anywhere on campus? Or only the school districts phone system?

Answer:

The solution must be a mobile panic alarm system.

8. Do you want to be notified of cellphone 911 calls and 911 texts from students, teachers, administrators and visitors?

Answer:

The system must be designed in such a way to provide support to districts who wish to designate and manage user permissions and user groups for notification of a panic alert activation, including users at public safety agencies, as defined in s. 365.171, F.S.

9. Do you want to have the ability to have other codes such as medical emergency, shelter-in-place, lockdown, and other emergency situations activate the system?

Answer:

Additional solutions not specified by state law may be negotiated to determine the best value for the state.

10. Do you want the system to be able to trigger a lockdown and simultaneously notify parents, local citizens and businesses? Parents can receive a message regarding the school being placed in lockdown due to police activity while citizens/businesses in a predefined radius could receive a message to shelter in place due to police activity in the area.

Answer:

Additional solutions not specified by state law may be negotiated to determine the best value for the state.

11. Are you looking for interoperability with other state agencies' systems, such as Florida Department of Emergency Management? This would allow for ease of use/training since 66 Counties and over 300 Cities are currently using this system today.

Answer:

The solution would need to ensure real-time coordination between multiple first responder agencies and allows districts to designate and manage user permissions and user groups for notification of a panic alert activation, including users at public safety agencies, as defined in s. 365.171, F.S. The negotiation team will certainly consider proposals that demonstrates value-added solutions that provide interoperability solutions and ease of use.

12. Bullet #12 in the scope section references distributing information through the system. What additional information are you looking to distribute through the system?

Answer:

The solution should provide district administrators the capability of providing additional campus or facility information through the system. This may include, but is not limited to, site/floor plans, maps, emergency contacts, other site-specific emergency information as determined by the district administrator. Other solutions not specified in the ITN scope may be negotiated to determine the best value for the state.

1. Floor Plans Emergency Operations Plans and the ability to manage those plans. Is this the ability to link files and maps?

ANSWER: See #12

2. Are you looking for a visual representation of the state, all schools and potential events per school that can be provide state view/district view/school view capacity with real-time dashboards and a notification package that can align to those same delineations?

ANSWER: See #12

13. Do you want to have floorplans delivered with 911 cellphone caller location, school-provided telephony location, panic button location and specific desktop phone short-codes to both school personnel and first responders/ PSAP's with location of device and unique identifiers of the device that activated the alert?

Answer:

Solutions not specified in state law or the ITN scope may be negotiated to determine the best value for the state.

14. Do you want the ability to integrate weapon detection or gunshot detection into the system?

Answer:

Solutions not specified in state law or the ITN scope may be negotiated to determine the best value for the state.

15. Are there any other specific data privacy protection certifications you require beyond SOC2? ISO27701 (highest level of data privacy), ISO27001 (information security), FedRAMP (highest level of platform and company security), etc?

Answer:

The system must be compliant with Florida Cyber Security Standards (60GG-2 F.A.C.): <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=60gg-2>

16. Are you solving for Ray Baum's Act as part of this solution? The law goes into effect Jan. 6th, 2021.

Answer:

The system must adhere to all state and federal laws governing 911/E911. The applicable State E911 administrative rules F.A.C. Chapter 60FF-6, as well as county text-to-911 service implementation plan as required by Florida Statutes s. 365.172 (15), F.S.

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

17. Section 5.13 Performance Bond – The RFP has a provision for a 5% performance bond. Given this is largely a software-based solution is the performance bond a requirement? Typically, performance bonds are not a requirement for this type of work.

Answer:

Yes, a performance bond will be required for this project

18. Do you want first responders to have access to technologies residing within your school locations only during an emergency event?

Answer:

This will be determined locally with the districts and in accordance with Family Educational Rights and Privacy Act (FERPA). Information regarding FERPA regulations regarding photos and videos can be found on their website at <https://studentprivacy.ed.gov/faq/faqs-photos-and-videos-under-ferpa>

1. The capability to view camera's, lock/ unlock doors and page into classrooms from the PSAP or police/ sheriff vehicles?

Answer: See #18

19. Do you want us to integrate into the district's student information system for contact data?

Answer:

This will be determined locally with the districts and in accordance with Family Educational Rights and Privacy Act (FERPA).

20. Do you want to automate all school reunification procedures as part of the solution?

Answer:

Solutions not specified in state law or the ITN scope may be negotiated to determine the best value for the state.

21. Do you need to communicate with parents and faculty in their native language?

Answer:

The ITN scope does not specify language requirements, this need may be determined at the local level.

1. If so, which languages do you want the system to support?

Answer: See #21

22. The Technical Reply does not appear to have specific questions regarding specific capabilities – integration features, modalities for communication (aside from cellular or Wi-Fi), etc. Are there specific things you would like addressed? Need to provide specifics – templated parental notifications, visualization for state leadership, visualization at district/county and school level.

Answer:

Solutions not specified in the ITN scope may be negotiated to determine the best value for the state. Respondents are encouraged to provide their unique solution(s) for this project.

23. Does the solution need to be implemented and tested and 100% complete (including training) by August 2021?

Answer:

Yes, state law requires that each public school, including charter schools, implement a mobile panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies, and such system must integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations by the beginning of the 2021-2022 school year.

24. Do you have a minimum required number of people available for 24/7 support?

Answer:

The ITN scope does not specify a minimum number of people available for 24/7 support. The Contractor should anticipate providing 24/7 level one technical support to state and local administrators.

1. Is this technical support or account management support?

Answer: See #24

2. Should they have the capability to activate EOPs or send notifications should the school/district not have the ability to do so?

Answer:

Additional solutions not specified in the ITN scope may be negotiated to determine the best value for the state.

- 25.** Do you expect to have in-state dedicated technical account manager for this project ongoing during the contract term?

Answer:

This is not specified in the ITN scope and may be negotiated.

- 26.** How many users will need access to the system from an administrative perspective?

Answer:

There are 67 school districts and six Special and Lab Schools, for a total of 73. Each participating district will need to establish at minimum one administrator. The Contractor should anticipate more than one administrator from each district. The number of district administrators will be determined at the local level.

- 27.** There is no section designated to define and detail the specifics of the proposed solution. Would you like us to include that in a specific section?

Answer:

Respondents are encouraged to provide additional detail regarding their solution to assist the negotiation team determine the best value for the state. Details that outline value-added solutions above and beyond the scope outlined in the ITN should be highlighted or easily identifiable in the Respondent's Reply.

- 28.** What types of telephony is deployed throughout the state?

Answer:

The Department does not have details on types of telephone systems used in schools. Section 6.1 of the ITN specifies that the Contractor will be required to complete an evaluation of the following for school districts and charter school governing boards:

- Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law
- Identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law
- Work with the Department to develop a phased project plan to ensure project completion by August 1, 2021.

- 1.** Is this consistent throughout all schools?

Answer:

Telephony is not consistent throughout all schools.

- 2.** If not, could you provide this data by school?

Answer:

The Department does not maintain this level of data.

- 29.** Do you require the supplier to train all end users directly? Or is a “Train the trainer” approach preferred?

Answer:

The training may be provided on-demand/and or live either virtually or face-to-face. The purpose of these trainings will be to train state and district administrators on the procedures for configuring/administering the tool and end users on the use of the alert system.

- 30.** Which emergency services and responder agencies need to be in the notification chain?

Answer:

The Contractor will need to work with the local districts to determine the local users and user groups, including users at public safety agencies, as defined in s. 365.171, F.S. for notification of a panic alert activation.

1. Will you provide a list or number of systems/services or will this be disclosed at the time of negotiation?

Answer:

See #30

- 31.** What are the interface points the system needs to be able to connect with, such as 911 calls logged/transmits, PSAP, etc.?

Answer:

The Contractor will need to work with the local districts and PSAPs to determine the local needs and requirements for this program.

- 32.** Is there a description of number of school districts and school locations?

Answer:

There are 67 county school districts and six Special and Lab Schools, for a total of 73 total districts. The Office of Safe Schools' January 2020 district survey indicated that there are 3,712 public school campuses in Florida. This number will vary slightly as old campuses close or merge and new campuses open.

The Contractor will be required to complete an evaluation of the following for school districts and charter school governing boards:

- Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law
- Identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law
- Work with the Department to develop a phased project plan to ensure project completion by August 1, 2021

1. What are the different notification systems in use by each?

Answer:

The Contractor will determine this through their evaluation – see #32

- 33.** Does the notification system need to be a separate middleware component? Any architectural guidance is appreciated.

Answer: The ITN requires the Contractor to complete an evaluation of the following for school districts and charter school governing boards: “public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law, and identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law.”

As such, the Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for integration.

- 34.** What does 2-way conversation mean?

Answer:

Two-way conversation means feedback is provided from the receiver to the sender to allow the sender to know the message was received accurately by the receiver.

- 35.** Will the state maintain the escalation policy (to determine what gets broadcast as an emergency)?

Answer: The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for integration including requirements included within s. 365.171-179, F.S. – Emergency Communications Number “E911” and applicable State 911 administrative rules (F.A.C. Chapter 60FF-6).

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

1. Are there policies in place and/or escalation rules that can be used?

Answer:

See #35

- 36.** Maintenance/operations – do these need to be located in Florida, or can they be nearshore?

Answer:

Please see Section 5 of the ITN regarding conducting business in the state of Florida. Additional requirements for maintenance and operations may be negotiated.

- 37.** What are the uptime requirements, Service Level Agreements?

Answer:

The scope requires the solution adhere to 99.999% uptime reliability/availability ensuring timely and reliable access to and use of the system.

The Department and Contractor must execute a mutually agreed upon service level agreement (SLA) which are the terms of service that outline the Contractor's service availability, maintenance schedule, and 24/7 customer support services. The SLA may also include customer responsibilities, and those of the service provider stating the technical performance promises made by a provider including remedies for performance failures.

38. Where does this system need to be hosted (or is this a negotiation point)?

Answer:

System hosting can be negotiated as long as the Contractor adheres to the requirements outlined in Section 5 of the ITN regarding conducting business in the State of Florida

1. Is there an existing infrastructure that needs to be conformed to?

Answer:

The Department does not have any existing infrastructure such as an Operations Center or incident tracking software in place.

2. Does the Department have any existing infrastructure such as an Operations Center or incident tracking software in place?

Answer:

See #38. 1. The Contractor will need to work with the local districts and PSAPs to determine the requirements for this program that will provide a flexible system that can be customized and managed at the district level.

39. Does the State of Florida Department of Education have a First Response Department in charge of incidence review today?

Answer:

The Department does not have a First Response Department in charge of incidence review today.

1. Is there an established infrastructure that we need to build to?

Answer: The Contractor will need to work with the local districts and PSAPs to determine the requirements for this program that will provide a flexible system that can be customized and managed at the district level.

40. Is there a track record of event logs that can be used for training data?

Answer:

The Department does not maintain a track record of event logs.

41. Is there a reference we can review as to the legal rights of the school during an emergency, such as leveraging state rights to push texts to cell phones?

Answer:

The system must adhere to all state and federal laws governing 911/E911, including but not limited to, s. 365.171-179, F.S.– Emergency Communications Number “E911” and applicable State 911 administrative rules (F.A.C. Chapter 60FF-6), county text-to-911 service implementation plan as required by Florida

Statutes s. 365.172 (15), F.S., as well as Family Educational Rights and Privacy Act (FERPA) regulations.

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

Additional information about FERPA regulations is available at <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>, and <https://studentprivacy.ed.gov/frequently-asked-questions>

1. Does the state have right to analyze voice, video and text data in such an instance?

Answer: See #41

2. Or will the Department of Education obtain this right as part of the project?

Answer: See #41

42. Connects diverse emergency services technologies. Can you please clarify if there are specific diverse emergency services technologies that need to be connected and if so, which ones?

Answer:

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for integration as part of the evaluation of existing technology and gaps in infrastructure to meet the requirements outlined in state law.

43. Is customizable for each district, and charter school governing board to be able to adhere to local emergency codes, emergency naming conventions, update facility profiles, customize messaging, manage users and user access permissions. Can you please clarify which emergency codes and naming conventions you are referring to?

Answer:

The Contractor will need to work with local PSAPs, school districts and charter school governing boards to determine the local emergency codes and emergency naming conventions requirements.

44. Provides real-time activation of the appropriate 911 system and provides at a minimum the emergency information details, location of the device, and unique identifiers of the device. Can you please clarify if a specific unique identifier of the device is needed?

Answer:

The Department has not identified a specific unique identifier for the purpose of this project. Upon review of the local PSAPs, school districts and charter school governing boards existing technology as outlined in section 6.1 of the ITN, the Contractor may determine what, if any, local requirements are needed.

- 45.** Provides two-way communications. Can you please clarify who will be on the other end of the communication once an emergency alert is activated - school administration, first responders, etc.?

Answer:

Public Safety Answering Points (911 centers). The Contractor will need to work with local PSAPs, school districts and charter school governing boards to determine additional user permissions and user groups for notification of a panic alert activation, including users at public safety agencies, as defined in s. 365.171, F.S. and whether additional two-way communication is required.

1. Are there a total of 5,163 public and charter schools in Florida where the service would be implemented?

Answer: The Office of Safe Schools' January 2020 district survey indicated, that there are 3,712 public school campuses in Florida. This number will vary slightly as old campuses close or merge and new campuses open.

- 46.** Integrates a mobile panic alert system that may be used by each school district. Is the requirement that a minimum number of mobile users per campus?

Answer:

State law does not specify a minimum user per campus requirement. However, the Contractor will need to work with local PSAPs, school districts and charter school governing boards to determine the number of mobile users per campus.

- 47.** Do the mobile users on each campus include all administration staff, teaching staff, support staff, coaching staff, facilities staff and school resource officers?

Answer:

The Contractor should anticipate that districts may require their user groups to include all administration staff, teaching staff, support staff, coaching staff, facilities staff and school resource officers for each campus. However, the Contractor will need to work with local PSAPs, school districts and charter school governing boards to determine the specific mobile users at each campus.

- 48.** Do the mobile users on each campus include all substitute staff?

Answer:

The Contractor should anticipate that districts may require their user groups to include all substitute staff for each campus. However, the Contractor will need to work with local PSAPs, school districts and charter school governing boards to determine the specific mobile users at each campus.

- 49.** Does the State-Wide Mobile Panic Alert System need to allow multi-campus (staff working on multiple campuses either daily or weekly) staff to be able to toggle between multiple campuses while working on different campuses?

Answer:

The Contractor will need to work with the local school districts to determine the local needs and requirements for this program.

50. Is there an established or proposed formula for the number of mobile users on each campus?

Answer:

No. There is not an established or proposed formula for the number of mobile users on each campus.

51. Is there a proposed number of unique users for each campus, each district or entire state?

Answer:

No. There is not a proposed number of unique users for each campus, each district or entire state.

52. Connects diverse emergency services technologies. Is this requirement referring to the technologies/software that the emergency services are using currently?

Answer:

Yes, this project will need to connect current diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies and must integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

53. Is the diverse emergency services referring to diverse alert types (as referenced in 1006.07, F.S. - Fire, Medical, Active Shooter, Hostage Situation, Biohazard, Natural Disaster, Fighting/Altercation) denoting service needed by the mobile user sending the alert?

Answer:

No. The diverse emergency service technologies referred to in this project are those used by Public Safety Answering Points, first responder agencies as defined in s. 365.171, F.S., and public schools and school districts, and charter schools.

54. Is the State-Wide Mobile Panic Alert System and related hardware required to remain current with the advancement of technologies being used among the PSAP and emergency services technologies?

Answer:

Yes. The solution will need to remain current with the advancement of technologies being used among the PSAP and emergency services technologies.

55. Is there a standard for integrating with the emergency services technology currently used today?

Answer:

Please see the Department of Management Services Florida 911 webpage for additional information on statewide 911 initiatives: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications/florida_911

- 56.** Ensures real-time coordination between multiple first responder agencies. Is the requirement that the multiple first responder agencies have a shared situational-awareness map or just address location, for “real-time” coordination?

Answer:

The Contractor will need to work with the local districts, PSAPs and local response agencies to determine the local needs and requirements for this program.

- 57.** Is the requirement for the State-Wide Mobile Panic Alert System to alert types as referenced in 1006.07, F.S. - Fire, Medical, Active Shooter, Hostage Situation, Biohazard, Natural Disaster, Fighting/Altercation, for “real-time” coordination?

Answer:

The Contractor will need to work with each district, and charter school governing board to ensure the system adheres to local emergency codes and emergency naming conventions.

- 58.** Is the requirement that multiple first responder agencies be able to have real-time communications with school staff members in the midst of an emergency?

Answer:

The Contractor will need to work with local PSAPs, school districts and charter school governing boards to determine notification and two-way communication requirements between school staff members and first responder agencies.

- 59.** Is it a requirement or a preference that the State-Wide Mobile Panic Alert System communicates with ATAK (Android Team Awareness Kit) / WinTAK (Windows Team Awareness Kit) server that can be federated with TAK servers operated by Federal Offices, such as FBI, DHS, FEMA, and other federal agencies as needed?

Answer:

The proposed solution must alert appropriate Public Safety Answering Point (PSAP) for the jurisdiction of the location of the device activated and provide, at a minimum, the emergency information details, location of the device, and unique identifiers of the device.

The negotiation team will consider all proposed technical solutions that meet this requirement and the requirements outlined in all other requirements included, but not limited to, s. 365.171-179, F.S. – Emergency Communications Number “E911” and applicable State 911 administrative rules (F.A.C. Chapter 60FF-6).

- 60.** Integrates with local public safety answering point infrastructure to transmit 911 calls and mobile activations. Is the requirement for the person reporting the incident to be able to communicate directly with the PSAP?

Answer:

Yes. The solution must integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

- 61.** Is the requirement for the person reporting the incident to be able to communicate with a remote call center which will transmit the critical details to the PSAP?

Answer:

The solution must integrate with the local public safety answering point infrastructure to transmit 911 calls and mobile activations. There is not a requirement to connect to a remote call center unless it is part of the local public safety answering point infrastructure. The Contractor will need to work with local PSAPs, school districts and charter school governing boards to adhere to local requirements.

- 62.** Is it a requirement for 2-way verbal and/or text (MMS/SMS) communications between the person using the State-Wide Mobile Panic Alert System and the PSAP?

Answer:

The solution must transmit 911 calls and mobile activations to the PSAP and must adhere to the county's text-to-911 service implementation plans as required by Florida Statutes s. 365.172(15), F.S.

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

- 63.** Is it a requirement for local first responders (Fire, Medical and Police Authorities) to have the ability to use the State-Wide Mobile Panic Alert System to individually conduct a 'Reverse 911' or soft lockdown of the school campus?

Answer:

A feature to allow local first responders (Fire, Medical and Police Authorities) to have the ability to use the State-Wide Mobile Panic Alert System to individually conduct a 'Reverse 911' or soft lockdown of the school campus is not outlined in Alyssa's Law or in the ITN's scope of work.

Additional solutions not specified by state law may be negotiated to determine the best value for the state.

- 64.** Alerts appropriate Public Safety Answering Point (PSAP) for the jurisdiction of the location of the device. Is the requirement for the local first responders (in the jurisdiction of the location of the device) to be notified instantly and in real-time of the critical alert details remotely?

Answer:

The solution must be capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies. The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine these requirements.

- 65.** Is the State-Wide Mobile Panic Alert System required to notify only the PSAP exclusively, then allow the PSAP to transmit the critical details to local first responders?

Answer:

No. The solution must be capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies and integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

- 66.** Is the State-Wide Mobile Panic Alert System required to notify the PSAP and local first responders (Fire, Medical, Police) simultaneously and in real-time?

Answer:

Yes. The solution must be capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies and integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

- 67.** Is the State-Wide Mobile Panic Alert System required to allow the district to customize the pre-set number for the appropriate PSAP for the jurisdiction of the location of the device, therefore ensuring that the alert is not routed to an inappropriate PSAP?

Answer:

The solution must alert appropriate Public Safety Answering Point (PSAP) for the jurisdiction of the location of the device. The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for integration including requirements included within s. 365.171-179, F.S. – Emergency Communications Number “E911” and applicable State 911 administrative rules (F.A.C. Chapter 60FF-6).

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

- 68.** Is customizable for each district, and charter school governing board to be able to adhere to local emergency codes, emergency naming conventions, update facility profiles, customize messaging, manage users and user access permissions. Is the requirement that the customized messages be for every school in the district or customizable per school in the district?

Answer:

The Contractor will need to work with local PSAPs, school districts and charter school governing boards to determine the requirements for custom messaging.

69. Who would control the customized messaging? Who would see the customized messaging? What is the intended purpose of the customized messaging?

Answer:

The Contractor will need to work with local PSAPs, school districts and charter school governing boards to determine the requirements for custom messaging.

70. Is there an expectation for anyone to respond back to the customized messaging, such as a 2-way verbal and/or text (MMS/SMS) communications from the PSAP and first responders to the multiple mobile users using the State-Wide Mobile Panic Alert System?

Answer:

The solution must provide two-way communications. The Contractor will need to work with local PSAPs, school districts and charter school governing boards to determine the requirements for custom messaging.

71. Provides real-time activation of the appropriate 911 system and provides at a minimum the emergency information details, location of the device, and unique identifiers of the device. When it concerns the "unique identifiers of the device," is the requirement to know which user activated the alert/device or what type of device was used or what type of alert was activated (such as the alert types referenced in 1006.07, F.S. - Fire, Medical, Active Shooter, Hostage Situation, Biohazard, Natural Disaster, Fighting) or ALL OF THE ABOVE?

Answer:

The Department has not defined the devices unique identifier to be provided at the time of activation. Upon review of the local PSAPs, school districts and charter school governing boards existing technology as outlined in section 6.1 of the ITN, the Contractor may determine what local requirements are needed.

Additional information may be found at the Florida Department of Management Services Florida webpage and the standards outlined in the Florida Emergency Communications Number E911 State Plan. These resources are available at: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications/florida_911

72. If the State-Wide Mobile Panic Alert System is on a mobile device, should the system be able to override the device's "Do Not Disturb" status so the user will always know that there is an emergency and the status of that emergency and the type of emergency it is?

Answer:

The system must adhere to all state and federal laws governing 911/E911, applicable State 911 administrative rules (F.A.C. Chapter 60FF-6), as well as county text-to-911 service implementation plan as required by Florida Statutes s. 365.172 (15), F.S. Upon review of the local PSAPs, school districts and charter school governing boards existing technology as outlined in section 6.1 of the ITN, the Contractor may determine what local requirements are needed.

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

- 73.** Likewise if the State-Wide Mobile Panic Alert System is on a mobile device, should the activated alert notification be able to generate a signal, like Amber Alerts or Presidential Alerts, to ensure that every staff member is aware of the alert, even in noisy environments or if the device is set to "Do Not Disturb" or silenced?

Answer:

Additional solutions not specified by state law may be negotiated to determine the best value for the state. Upon review of the local PSAPs, school districts and charter school governing boards existing technology as outlined in section 6.1 of the ITN, the Contractor may determine what local requirements are needed.

- 74.** Is it required for the State-Wide Mobile Panic Alert System to identify the MAC address of the reporting device?

Answer:

The solution must provide the unique identifiers of the device. The Department has not defined the devices unique identifier to be provided at the time of activation.

Upon review of the local PSAPs, school districts and charter school governing boards existing technology as outlined in section 6.1 of the ITN, the Contractor may determine what local requirements are needed.

- 75.** When it concerns the "location of the device," is the State-Wide Mobile Panic Alert System required to show the on-campus location (ie. Exact floor-plan coordinates with floor level / elevation) or just address location of school?

Answer:

The solution should provide district administrators the capability of providing additional campus or facility information through the system. This may include, but is not limited to, site/floor plans, maps, emergency contacts, other site-specific emergency information as determined by the district administrator. Other solutions not specified in the ITN scope may be negotiated to determine the best value for the state.

The Contractor will need to work with local PSAPs, school districts and charter school governing boards to determine the location requirements.

- 76.** Is the State-Wide Mobile Panic Alert System required to know the exact GPS location is when it concerns the location of the device being activated and the staff users in reference to that alerted device?

Answer:

Please reference the Florida Department of Management Services Florida webpage and the standards outlined in the Florida Emergency Communications Number E911 State Plan. These resources are available at: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications/florida_911

Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

- 77.** Is the State-Wide Mobile Panic Alert System requiring the reporting party to identify a specific/exact location of the threat, as opposed to simply being able to report their location or the location of a stationary button?

Answer:

Please reference the Florida Department of Management Services Florida webpage and the standards outlined in the Florida Emergency Communications Number E911 State Plan. These resources are available at: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications/florida_911

- 78.** When it concerns the “emergency information details,” is the State-Wide Mobile Panic Alert System requiring the information to be: who sent the alert, where that person is located on the campus mapping in reference to the location of the alert, where other staff members are located on the campus mapping on reference to the alert location, an instant visual status update showing which staff members are safe and which staff members need help interference to the emergency alert type and location?

Answer:

Please reference the Florida Department of Management Services Florida webpage and the standards outlined in the Florida Emergency Communications Number E911 State Plan. These resources are available at: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications/florida_911

- 79.** Is the State-Wide Mobile Panic Alert System required to allow the user to set an alert in a different location from their device? For example: If the user is in building ‘A’ but sees a non-uniformed individual with a rifle on the playground, can that user pinpoint the gunman’s exact location on the campus?

Answer:

The scope does not outline the level of specificity regarding alerts set in different locations from the device. Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

- 80.** Is the requirement to allow the user to use the State-Wide Mobile Panic Alert System to send an image of the possible assailant from their device to the School Resource Officer, local first responders and appropriate PSAP simultaneously?

Answer:

The scope does not outline the level of specificity regarding a user sending an image of the possible assailant from their device to the School Resource Officer, local first responders and appropriate PSAP simultaneously.

Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

- 81.** Is the State-Wide Mobile Panic Alert System required to allow mobile users to activate multiple, diverse alerts (such as the alert types referenced in 1006.07, F.S. - Fire, Medical, Active Shooter, Hostage Situation, Biohazard, Natural Disaster, Fighting) simultaneously in order to alert multiple first responder types for real-time coordination and assistance? For example: If an assailant sets a fire on a campus, injures a staff member and then becomes an active shooter, then all alerts (Fire, Medical, Active Shooter) and their unique locations on the campus map can be set simultaneously.

Answer:

The scope does not outline the level of specificity regarding activation of multiple alerts. Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

- 82.** Provides two-way communications. Is the requirement to provide a text-to-text communications direct (school staff to school admin team) or a text-to-text communications direct (school staff to first responders) or a voice-to-voice direct (school staff to PSAP) or the ability to send photos and pinpoint the location of those photos to provide more enhanced communication to first responders and school staff members or ALL OF THE ABOVE?

Answer:

State law requires that the system be capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies. Such system, and to transmit 911 calls and mobile activations.

Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

- 83.** Is the State-Wide Mobile Panic Alert System requiring first responders to be able to do a mark-up/annotations on an image of either the map or any photo sent by the staff, such that the mark-up can communicate instructions to said staff member?

Answer:

The scope does not outline the level of specificity regarding mark-up/annotations on an image of either the map or any photo sent by the staff with the intention that the mark-up communicate instructions to a staff member. Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

- 84.** Is the State-Wide Mobile Panic Alert System requiring local first responders/PSAP to be able to communicate a soft lockdown / lockout alert to all campus personnel individually in the vicinity of some threat in the surrounding community? i.e. If a bank was robbed near the school in question, should the first responders be able to send a lockout alert to all personnel of said school regardless of where they are on the campus?

Answer:

The scope does not outline the level of specificity regarding communication of a soft lockdown / lockout alert to all campus personnel. Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for two-way communications including requirements included within s. 365.171-179, F.S. – Emergency Communications Number “E911” and applicable State 911 administrative rules (F.A.C. Chapter 60FF-6).

Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

- 85.** Is the State-Wide Mobile Panic Alert System required to have schools send to parents a fully customizable “Daily Health Report” which allows the parents to submit crucial daily student health results, such as temperature and verifying COVID-19 questions

Answer:

The scope does not specify that the solution provide a “Daily Health Report” as outlined is required. Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

- 86.** Can be silenced by the user. Is the State-Wide Mobile Panic Alert System requiring the user to be able to silence the device in the event that they are hiding from a perpetrator?

Answer:

The ITN scope does not specify why the user will need the ability to silence the alert.

- 87.** Who are the users on a school campus? Who are the users at the district level? If there are different groups of users, how will they be defined?

Answer:

Users will include, but are not limited to all levels of school staff, district administrators and staff, first responder agency personnel, and state administrators.

The Contractor will need to work with the local districts to determine the local users and user groups, including users at public safety agencies, as defined in s. 365.171, F.S. for notification of a panic alert activation.

- 88.** Adheres to the county's text-to-911 service implementation plans as required by Florida Statutes s. 365.172 (15), F.S. Knowing not all text to 911 systems will be equal, is it required that the State-Wide Mobile Panic Alert System to be able to text the situational awareness map with critical details to communicate what the problem is and where the problem is, with 911 service systems that allow MMS text?

Answer:

The scope does not outline the level of specificity regarding information relayed via MMS text. Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

- 89.** Allows and supports districts to designate and manage user permissions and user groups for notification of a panic alert activation, including users at public safety agencies, as defined in s. 365.171, F.S. Is it required that the State-Wide Mobile Panic Alert System allow the district to designate nearby first responders to be alerted individually and independent from the PSAP?

Answer:

The solution must allow and support districts to designate and manage user permissions and user groups for notification of a panic alert activation, including users at public safety agencies, as defined in s. 365.171, F.S. to help ensure real-time coordination between multiple first responder agencies.

- 90.** Is it required that the State-Wide Mobile Panic Alert System allow internal school responders such as SRO or Nurses to receive specific alert types (such as altercation or medical specific) per their role at the school location, without PSAP or local first responders' involvement?

Answer:

State law requires that the system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies. Such system, and to transmit 911 calls and mobile activations.

Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

- 91.** Is it required that the State-Wide Mobile Panic Alert System allow public safety agencies to denote which alert type has been activated so that those agencies can send the appropriate responders to the emergency location?

Answer:

The scope does not outline the level of specificity regarding alert typing relayed to public safety agencies. The solution must be customizable for each district, and charter school governing board to be able to adhere to local emergency codes and emergency naming conventions.

Upon review of the local PSAPs, school districts and charter school governing boards existing technology as outlined in section 6.1 of the ITN, the Contractor may determine what local requirements are needed.

- 92.** For any given responder group, is it required that the State-Wide Mobile Panic Alert System allow the district/school administration to be able to set permissions for their staff regarding receiving and responding to alerts?

Answer:

The solution must allow and support districts to designate and manage user permissions and user groups for notification of a panic alert activation, including users at public safety agencies, as defined in s. 365.171, F.S.

- 93.** For any given responder group, is it required that the State-Wide Mobile Panic Alert System allow the district/school administration to be able to set and change permissions for first responders being alerted with their appropriate responding alert type and not disturbed when not appropriate?

Answer:

The solution must allow and support districts to designate and manage user permissions and user groups for notification of a panic alert activation, including users at public safety agencies, as defined in s. 365.171, F.S.

Upon review of the local PSAPs, school districts and charter school governing boards existing technology as outlined in section 6.1 of the ITN, the Contractor may determine what local requirements are needed.

- 94.** Is it required that the State-Wide Mobile Panic Alert System allow the ability to create a Universal First Responder Login in the case of special emergencies where agencies, such as FBI / Bomb Squads or other federal agencies, might benefit from instant real-time situational awareness including the location of staff, safety status of those staff and all relevant communications?

Answer:

To protect and maintain the security of data, the solution must adhere to Florida Cyber Security Standards (F.A.C. Chapter 60GG-2, F.A.C.).

Upon review of the local PSAPs, school districts and charter school governing boards existing technology as outlined in section 6.1 of the ITN, the Contractor may determine what local requirements are needed.

Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

- 95.** Is it required that the State-Wide Mobile Panic Alert System allow the district to customize the permissions of individual school staff users to the role they hold at the school?

Answer:

The solution must allow and support districts to designate and manage user permissions and user groups for notification of a panic alert activation, including users at public safety agencies, as defined in s. 365.171, F.S.

- 96.** Provides districts administrative access to provide additional campus or facility information through the system. Is it required that the State-Wide Mobile Panic Alert System allow school district authorities to instantly view campus layouts by multiple floor levels and all points of entry and exit?

Answer:

The solution should provide district administrators the capability of providing additional campus or facility information through the system. This may include, but is not limited to, site/floor plans, maps, emergency contacts, other site-specific emergency information as determined by the district administrator.

The Contractor will need to work with local school districts and charter school governing boards to determine how this information is to be used within the system.

- 97.** Is it required that the State-Wide Mobile Panic Alert System allow the district to add custom fields for data to be stored under each campus/facility?

Answer:

The solution should provide district administrators the capability of providing additional campus or facility information through the system. This may include, but is not limited to, site/floor plans, maps, emergency contacts, other site-specific emergency information as determined by the district administrator.

The Contractor will need to work with local school districts and charter school governing boards to determine the most appropriate method for adding this information to the system.

- 98.** Is it required that the State-Wide Mobile Panic Alert System allow the District to update campus data such as updated facility maps, including floor level elevations?

Answer:

The Contractor will need to work with local school districts and charter school governing boards to determine the most appropriate method for adding this information to the system.

- 99.** Is it required that the State-Wide Mobile Panic Alert System allow the district to be able to send and receive communications with any specific campus under their jurisdiction?

Answer:

The ITN scope does not specify communication methods from district to campus. Solutions not specified by the ITN, or state law may be negotiated to determine the best value for the state.

- 100.** Is it required that the State-Wide Mobile Panic Alert System allow the district to be able to see and respond to analytic reports containing drill logs, required drills, response times; and be able to send a reminder to schools, if drills are not performed?

Answer:

The ITN scope does not specify methods for producing system analytical reports and notifications to schools. Solutions not specified by the ITN, or state law may be negotiated to determine the best value for the state.

- 101.** Provides 24/7 level one tech support to state and local administrators. What is the Contractor's required response timeframe for level one tech support when state and local administrators request support?

Answer:

The selected provider is expected to respond in a reasonable time frame. This may be mutually agreed upon by the state and the Contractor within the Service Level Agreement.

- 102.** Is it required that the State-Wide Mobile Panic Alert System to have 24/7 instant level one phone support when state and local administrators request support?

Answer:

The selected provider is expected to respond in a reasonable time frame. This may be mutually agreed upon by the state and the Contractor within the Service Level Agreement.

- 103.** Could level one tech support be achieved with email response or chat window response with a support technician?

Answer:

This may be mutually agreed upon by the state and the Contractor within the Service Level Agreement.

- 104.** Ensures regular system updates are performed to include integration of 911 center updates as applicable. Is it required that the State-Wide Mobile Panic Alert System allow the Contractor to be proactive in knowing when local 911 centers update their systems? If yes, will the State provide contact information at every 911 center?

Answer:

Yes. The Contractor will need to be proactive in knowing when local 911 centers update their systems.

County 911 contacts are available on the Florida Department of Management Services Florida 911 Web Page at:
https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications/florida_911

- 105.** Is the State able to notify the Contractor of updates in systems for any and all of their 911 centers?

Answer:

The Contractor will need to work with the local PSAPs regarding 911 center system updates.

- 106.** Connects to both Wi-Fi and cellular. Is it required that the State-Wide Mobile Panic Alert System provides a 3rd alternative, in case Wi-Fi and cellular are congested or unavailable?

Answer:

A third alternative to Wi-Fi and cellular connection is not specified in the ITN scope. The system must adhere to requirements included within s. 365.171-179, F.S. – Emergency Communications Number “E911” and applicable State 911 administrative rules (F.A.C. Chapter 60FF-6).

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

- 107.** Is compliant with all applicable privacy protection and information security state and federal laws 911 centers as well as state and local administrators must be notified prior to executing system tests. Is it required that the State-Wide Mobile Panic Alert System have the option to enable or disable notifications with local first responders and PSAP, when conducting drills?

Answer:

The scope does not outline the level of specificity regarding drill notifications. The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for drill notifications.

- 108.** Is the desire of the state to choose a single vendor or multiple vendors?

Answer:

The state may choose one or more vendors depending on what is determined to be the best value to the state.

- 109.** What level of choice will be exercised by public schools and/or charter schools in determining the solution that works best for them or integrates into existing solutions in use?

Answer:

School districts may select a solution of their choosing, opt in to the state’s system, or take a hybrid approach using elements of a local solution combined with elements of the state’s solution. This may depend on the system the state selects.

110. Is there a preference for best in breed solutions that can be integrated together to create a new project? (reference Section 8.1.3)

Answer:

The state will select a solution that provides the best value for the state. This will be determined through the negotiation process.

111. The RFP states that vendor must complete an evaluation of: Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law and Identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law. If a district purchases technology on their own prior to August 1, 2021 that meets the state criteria, will they be allowed to continue using that existing technology to meet the requirements of this regulation?

Answer:

Yes. Districts may use a solution of their choosing that meets the requirements outlined in state law.

1. If the answer to this is no, can you clarify the intent of the evaluation?

112. If a district purchases technology on their own prior to August 1, 2021 that meets the state criteria, will they be reimbursed by the state for that expense as part of this project?

Answer:

This has not been determined.

113. Can a respondent provide multiple means via partners to meet the scope of services?

Answer:

Please reference section 5.4 of the ITN outlining sub-contracting.

114. Does the evaluation scoring consider only those products/services quoted in the pricing submission, or are partners [services] referenced in the Reply considered as well?

Answer:

The Replies will be evaluated on both the price and technical Reply.

115. Is it important that this ITN fulfills and/or integrates into an end to end emergency management solution that can satisfy all public and charter schools' needs?

Answer:

Solutions not specified in the ITN scope may be negotiated to determine the best value for the state.

- 116.** Will the state be purchasing this solution on behalf of all districts on a single state level contract? Or will schools purchase the solution at a district level on a district contract and be reimbursed by the state?

Answer:

The state will enter into a contract for a mobile panic alert system that may be used by each school district.

- 117.** Will any state level IT governance and administration be put in place for this solution or will the districts be responsible for all ongoing technology responsibilities related to this ITN?

Answer:

The Department will assign a contract manager to ensure services are provided in accordance with the contract; coordinate with the Contractor regarding performance issues as they arise; and review invoices prior to payment.

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards regarding IT governance and administration requirements.

- 118.** Will the districts be responsible for contacting the vendor directly for Support or will the State be putting any Support resources in place?

Answer:

The Contractor will be expected to work with the Department to develop a phased project plan to ensure project completion by August 1, 2021 based on the district and charter school governing boards. The method of communication and delivery will be established during the planning phase of this project.

- 119.** The RFP lists a requirement to submit the pricing in Microsoft Excel. Can you please share the Excel document? Only a PDF was available to download from the website. Also, a requirement states we must submit pricing on the forms provided. Can you clarify if you'd like us to submit in the provided-PDF form or in the (if provided) Excel file?

Answer:

ITN forms can be regurgitated as needed. The electronic file should contain a version in Excel format.

- 120.** The RFP states "Original Contract Term" is Years 1-3, but then refers to "Renewal Year 1, Renewal Year 2..." Is the "Original Contract Term" years 1-3, making the "Renewal" years 4-6? Or, is this RFP for just a total of three years?

Answer:

This ITN is for a total of three (3) years (original contract term) with the possibility of three (3) renewal years; for a total of six (6) years.

- 121.** Is the Comprehensive Annual Plan updated each year or is this a one-time activity that encompasses the total contract period?

Answer:

The comprehensive annual plan may be revised annually.

122. What is your definition of connecting diverse emergency services technologies?

Answer:

State law requires that the system be capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies. Such system, and to transmit 911 calls and mobile activations.

Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

123. Does coordinating with the local PSAP meet this requirement or does the solution need to perform the actual coordination with multiple agencies?

Answer:

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for agency coordination. The Office of Safe Schools will provide the Contractor with primary contacts for each school district.

124. Can you expand on “local emergency codes” and “update facility profiles” in terms of attributes required?

Answer:

Local emergency codes may mean, but not be limited to, language used by the school district or charter schools, or local codes used by response agencies for school emergencies.

Facility profiles may mean, but not be limited to, school populations, floor/site plans, specific attributes for emergency response such as phone numbers, points of contact, and emergency entrances/responder lock boxes.

125. What methods of communication are acceptable?

Answer:

This level of specificity is not outlined in the ITN scope. Respondents are encouraged to provide a description of how their solution can provide two-way communications. The negotiation team will consider multiple communication methods proposed by Respondents.

The Contractor will ultimately need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for providing two-way communications including requirements included within s. 365.171-179, F.S. – Emergency Communications Number “E911” and applicable State 911 administrative rules (F.A.C. Chapter 60FF-6).

126. When Florida’s ready to support text-to-911, what is the expectation of the mobile panic alert system?

Answer:

The mobile alert system will need to adhere to Florida law and rule for E911 as well as state guidance set forth by Florida’s E911 board.

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

127. Can you expand on “additional campus or facility information”?

Answer:

Campus or facility information may mean, but not be limited to, school locations, size, floor/site plans, specific attributes for emergency response such as response lock box locations, gates/emergency entrances, emergency shut-off locations, and security system information.

128. Due to the critical function of the State-Wide Mobile Panic Alert System, will DOE provide a second round of questions/answers for the vendor community to fully flesh out the details needed to provide a solution that meets the DOE’s needs and goals?

Answer:

Selected Respondents will have an opportunity to ask additional questions during the negotiation phase.

1. If not, we request that DOE extend the question and answer period by 2 weeks.

Answer:

No. The question and answer period will not be extended. Selected Respondents will have an opportunity to ask questions additional during the negotiation phase.

2. Will the DOE allow for clarifying questions by the vendor community based on the original questions submitted?

Answer:

Selected Respondents will have an opportunity to ask additional questions during the negotiation phase.

129. Page 7, Section 3.4, Critical Events: Will the DOE have vendors conduct oral presentations during the evaluation process of this ITN?

Answer:

Selected Respondents may have an opportunity to provide oral presentations during the negotiation phase.

130. Who are the individuals that will be on the DOE evaluation team for this ITN?

Answer:

The evaluation team consists of Department personnel from the Bureau of Contracts Grants and Procurement, the Office of Safe Schools, the Division of Technology and Innovation, and Post-Secondary Assessment.

- 131.** Page 15, Role of the Contractor, it states “The role of the Contractor is to provide a state-wide mobile panic alert system for all participating school districts and charter schools that is capable of connecting diverse emergency service technologies.” Please provide a list of school districts and charter schools that DOE anticipates will participate in the state-wide mobile panic alert system.

Answer:

This will be determined as part of the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

- 132.** Please provide a list of school districts that have already deployed a mobile panic alert system prior to this ITN release.

Answer:

This will be determined as part of the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

- 133.** Page 14, section 6.0, bullet #9, “Can be silenced by the user”: Can DOE provide some examples of what the DOE is looking for when referencing “silenced by the user”?

Answer:

This level of specificity is not outlined in the ITN scope. Respondents are encouraged to provide a description of how their solution allows end users to silence their devices when necessary.

Additional solutions not specified by state law may be negotiated to determine the best value for the state.

- 134.** Given that a system as requested may have many types of user and user roles, please provide examples of “silenced by the user” based on organizational role type.

Answer:

Any user should be able to silence their device when necessary.

- 135.** Page 14, section 6.0, bullet #8, “Provides two-way communications”: Can DOE provide some examples of what the DOE is looking for when referencing “two-way communications?”

Answer:

Two-way communication occurs when feedback is provided from the receiver to the sender to allow the sender to know the message was received accurately by the receiver.

Additional specificity is not outlined in the ITN scope. Respondents are encouraged to provide a description of how their solution can provide two-way communications.

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for two-way communications including requirements included within s. 365.171-179, F.S. – Emergency Communications Number “E911” and applicable State 911 administrative rules (F.A.C. Chapter 60FF-6).

1. Please provide technical examples of “two-way communications”

Answer:

This level of specificity is not outlined in the ITN scope. Respondents are encouraged to provide a description of how their solution can provide two-way communications.

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for two-way communications including requirements included within s. 365.171-179, F.S. – Emergency Communications Number “E911” and applicable State 911 administrative rules (F.A.C. Chapter 60FF-6).

1. Communication between DOE and the School Districts.

Answer:

See #128. 1.

2. Communication between School Districts and School Leadership and Safety Team/First Responders.

Answer:

See #128. 1.

3. Communication between School Leadership/First Responder and End User.

Answer:

See #128. 1.

4. Please provide any additional examples the DOE deems relevant.

Answer:

See #128. 1.

2. Please provide a process diagram of “two-way communications”

1. Communication between DOE and the School Districts.

Answer:

See #128. 1.

2. Communication between School Districts and School Leadership and Safety Team/First Responders.

Answer:

See #128. 1.

3. Communication between School Leadership/First Responder and End User.

Answer:

See #128. 1.

4. Please provide any additional process diagrams the Department deems relevant.

136. FL Statutes 365.171(2) states "...that the communications number "911" be the designated emergency communications number. A public safety agency may not advertise or otherwise promote the use of any communications number for emergency response services other than "911." We see that there is potentially conflict with the intent/scope of services in this ITN and the legislative intent of s.365.171 (2), F.S.:

1. Can the DOE provide further detail on the intent of this ITN in relation to the s.365.171 (2), F.S.?

Answer:

The intent of this project is to provide a mobile panic alert system as outlined in state law that may be used by each school district that is capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies and must integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

Reference Florida Senate Bill CS/CS/SB 70: Alert Systems in Public Schools:
<https://www.flsenate.gov/Session/Bill/2020/70>

In the event of any conflict between the ITN and state law, state law shall take precedence.

1. Is there any legislative conflict in the law in promoting the use (advertising) of a Mobile Panic Button application and this specific statute s.365.171 (2)?

Answer:

This project is not intended to promote the use of any communications number for emergency response services other than "911."

2. Is there conflict in advertising with public safety agencies that are on school campus?

Answer:

This project is not intended to promote the use of any communications number for emergency response services other than "911."

137. Since the Department of Management Services (DMS) is charged with maintaining/updating the statewide emergency communications E911 system plan: Would the scope of services/deliverables need to be ultimately approved by the Division of State Technology within the DMS?

Answer:

This project is being conducted in consultation with the Marjory Stoneman Douglas High School Public Safety Commission, the Department of Law Enforcement, and the Division of Emergency Management as outlined in state law, as well as the Florida Department of Management Services (DMS) Public safety Communications/Florida 911. DMS will advise if the selected solution requires approval/certification.

1. If DMS is required to approve, will DOE submit the certification request from DMS?

Answer:

This project is being conducted in consultation with the Marjory Stoneman Douglas High School Public Safety Commission, the Department of Law Enforcement, and the Division of Emergency Management as outlined in state law, as well as the Florida Department of Management Services (DMS) Public safety Communications/Florida 911. DMS will advise if the selected solution requires approval/certification.

2. Please share the certification plan that the awarded vendor would need to follow to support the DOE certification request.

Answer:

This project is being conducted in consultation with the Marjory Stoneman Douglas High School Public Safety Commission, the Department of Law Enforcement, and the Division of Emergency Management as outlined in state law, as well as the Florida Department of Management Services (DMS) Public safety Communications/Florida 911. DMS will advise if the selected solution requires approval/certification.

138. Will the DOE amend Attachment A to further clarify the acceptance testing plan? We request that it includes an acceptance period of 5 days after completion of each school, where failure to respond with acceptance or rejection during this acceptance period will be considered deemed acceptance.

Answer:

The Respondent is encouraged to provide in their response additional line items Attachment A that are relevant to their proposed solution.

139. Page 16, Sec. 6.1, Deliverables, Description of deliverables, "Development of a comprehensive annual plan that describes the required services to the Department to include:"

1. Will the comprehensive annual plan for required services be based on an individual School district or will the awardee be required to provide all programs, enhancements, scheduling processes, and system security plans available in the portfolio?

Answer:

The Contractor must provide an annual plan for the entire project.

2. In lieu of having a school by school comprehensive annual plan, would a recommended common framework suffice for this ITN?

Answer:

The comprehensive annual plan must describe the required services to the Department to include: program requirements and enhancements; schedule of all contract activities; and security requirements as approved by the Department, including a system security plan.

Details not outlined in the scope of work may be negotiated and mutually agreed upon by both the Department and the Contractor.

- 140.** Page 16, Sec. 6.1, Deliverables, Description of deliverables, "Development of a comprehensive annual plan that describes the required services to the Department to include:" bullet 3, "Security requirements as approved by the Department, including a system security plan." What will be the criteria for approval of Security Requirements?

Answer:

The system must be compliant with Florida Cyber Security Standards (60GG-2 F.A.C.): <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=60gg-2>

1. Please provide the criteria for the approved security requirements.

Answer:

The system must be compliant with Florida Cyber Security Standards (60GG-2 F.A.C.): <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=60gg-2>

2. Please define the process for which those requirements become an approved security plan.

Answer:

The Contractor must provide a copy of their system security plan which will be reviewed by the Department for compliance with Florida Cyber Security standards (60GG-2 F.A.C.): <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=60gg-2>

3. In reference to the system security plan, will DOE require a general security plan or an individualized security plan per School District/Charter School?

Answer:

The plan must cover the information technology security controls for the statewide mobile panic alert system.

4. Please provide a sample security assessment that would satisfy the DOE ITN requirements

Answer:

The security controls outlined in the system security plan will be evaluated against Florida Cyber Security standards (60GG-2 F.A.C.): <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=60gg-2>

- 141.** Page 16, Sec. 6.1, Deliverables, Description of deliverables, "Complete an evaluation of the following school districts and charter school governing boards:". Please provide a list of every location of where the evaluation needs to be conducted.

Answer:

The Contractor will need to complete an evaluation of the 67 school districts and six Special and Lab Schools, and the governing boards within those districts. The last charter school governing board assessment conducted by the Office of Safe Schools resulted in a count of 392 charter governing boards.

School district information is located on the Department of Education's website at <http://www.fldoe.org/accountability/data-sys/school-dis-data/superintendents.stml>

A list of Charter School Governing Boards is attached. The Contractor will be encouraged to coordinate with the public school districts regarding the charter school governing boards within each district.

- 142.** Page 16, Sec. 6.1, Deliverables: Will this ITN apply for every public school and Charter school in the State of Florida?

Answer:

The results of the evaluation of school districts and charter school governing boards will determine the level of participation in this program.

1. Please provide a list of locations where this ITN applies.

Answer:

School district information is located on the Department of Education's website at <http://www.fldoe.org/accountability/data-sys/school-dis-data/superintendents.stml>

A list of Charter School Governing Boards is attached. The Contractor will be encouraged to coordinate with the public school districts regarding the charter school governing boards within each district.

- 143.** Page 16, Sec. 6., Deliverables:

1. How will the DOE provide Contractor access to district safety personal, site locations, technology hardware, and networks to conduct evaluations?

Answer:

The Department will provide a list of school district points of contact for this project. The Contractor will be expected to coordinate with the district regarding site locations, technology hardware, and networks to conduct evaluations.

- 144.** Page 14, bullet point 8, "Provides two-way communications":

1. What forms of two-way communication will DOE except (example Audio, video, text, email)?

Answer:

The Contractor will need to work with local PSAPs, school districts and charter school governing boards to determine notification and two-way communication requirements between school staff members and first responder agencies.

Respondents are encouraged to provide examples of their solutions that may provide the best value to the state.

- 145.** Page 14, it states "911 centers as well as state and local administrators must be notified prior to executing system tests": Will the proposed system have to automatically notify 911 centers, State, and local administrators prior to executing system tests?

Answer:

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for testing.

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

1. How much notice must be provided prior to system test?

Answer:

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for testing.

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

2. How does the DOE define State and Local administrators?

Answer:

Local administrator capabilities include, but may not be limited to, designating and manage user permissions and user groups for notification of a panic alert activation, including users at public safety agencies as well as having access to provide additional campus or facility information through the system within their area of responsibility. State administrators will need these capabilities at a system-wide level for the purpose of supporting local administrators.

1. Is this defined by State, DOE, etc.?

Answer:

This will be defined in the contract.

2. Please provide details.

Answer:

See 140. 3.

- 146.** Based on the ITN's deliverables, it appears the awarded vendor is to provide consulting services, evaluation services, and integration services to the DOE. Is the awarded vendor acting as an integrator?

Answer:

The Contractor will be responsible for providing a mobile panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies and must integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

This may involve integrating the state solution with existing technologies in school districts and charter schools, in addition to the local public safety answering point infrastructure as outlined in state law.

1. Is the awarded vendor acting as an evaluator?

Answer:

The Contractor will be required to conduct an evaluation of technology at public school sites in order to identify potential gaps in technology needed for the purpose of understanding the requirements need for that Contractor to develop a plan for and implement a state-wide mobile panic alert system for all school districts and charter schools as outlined in state law

2. Is the awarded vendor acting as an inspector on behalf of the DOE?

Answer:

No. The Contractor will not be acting as an inspector on behalf of the Department.

147.- Does the DOE consider that there may be a potential conflict of interest with the awarded vendor being the integrator and evaluator of the ITN services?

Answer:

The Contractor will not be an evaluator of the ITN services.

148. Will the awarded vendor providing the consulting services requested in the ITN deliverables be precluded from further integration services as may be required following the ITN award?

Answer:

The Contractor will be responsible for providing a mobile panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies and must integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

149. In addition to the mobile panic button, does the DOE want a physical panic button per building?

Answer:

The ITN scope does not require a physical panic button.

1. If so, how many buildings would require a physical panic button?

Answer:

The ITN scope does not require a physical panic button.

2. If so, how many physical panic buttons are required per instruction location?

Answer:

The ITN scope does not require a physical panic button.

- 150.** Statute s.365.172(15), F.S. states the following: "TEXT-TO-911 SERVICE.—Each county shall develop a countywide implementation plan addressing text-to-911 services and, by January 1, 2022, enact a system to allow text-to-911 services." On page 14, second paragraph it states "Beginning with the 2021-22 school year, school staff at each participating public school, including charter schools will be able to activate a mobile panic alert system, known as "Alyssa's Alert" that; "Are counties that have not implemented a plan to address Florida Statute s.365.172(15) unable to participate in the mobile panic alert system?"

Answer:

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for integration including requirements included within s. 365.171-179, F.S. – Emergency Communications Number "E911" and applicable State 911 administrative rules (F.A.C. Chapter 60FF-6).

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

- 151.** Section 7.2.1 Preliminary Administrative Review. Please explain what All Addenda means?

Answer:

All addenda include any formal written documents that modify any aspect of a solicitation. See section 4.5 and 4.11 of the ITN scope.

- 152.** Could we get a count on how many schools will require the mobile panic alarm system?

Answer:

The Office of Safe Schools' January 2020 district survey indicated that there are 3,712 public school campuses in Florida. This number will vary slightly as old campuses close or merge and new campuses open. The number of participating schools will be determined as part of the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

1. Will Administrative buildings like school board locations be included?

Answer:

State law requires that a mobile panic alert system be implemented in each public school, including charter schools. Requirements for administrative buildings will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

153. ASR has Calculated:

Schools	School Districts	Teachers	Charter Schools
4,517	76	180,442	658

What does School Staff include and are there amounts?

Answer:

Requirements for school staff and buildings will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

School staff data is available on the Department of Education's Pk-12 Public School Data Publications and Reports web page at: <http://www.fldoe.org/accountability/data-sys/edu-info-accountability-services/pk-12-public-school-data-pubs-reports/staff.stml>

154. 3.1 Purpose: "Provide a state-wide mobile panic alert system." Does the system need to be the same for all schools and notify local authorities, or does it need to be the same system for all schools and notify people throughout the state?

Answer:

The system may not necessarily be the same for every school as long as the solution meets the requirements and state law and those outlined in the ITN. Local authorities must be included in the notifications. There may be instances that require notification to state agencies depending on their jurisdiction. Specific requirements for notifications will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

155. The State is asking for a statewide panic alert system. Is the panic alert for active shooter/ active assailant threats specifically or is the panic alert wanted for other emergencies along with active shooters like medical and severe weather conditions? Example - Multiple buttons

Answer:

The system may be used for any situation that warrants an emergency call to local PSAPs.

156. If necessary, the Department will request revisions to the approach submitted by the selected Respondent(s) until it is satisfied that the contract will serve the Department's needs. Presently, In a synopsis What does the Department envision to satisfy your needs?

Answer:

The Department is seeking a Contractor, or Contractors to provide a state-wide mobile panic alert system for all school districts and charter schools that is capable of connecting diverse emergency services technologies; providing real-time coordination between multiple first responder agencies; and can integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

2. Please explain evaluating each school's infrastructure?

Answer:

The Contractor will need to work with the school districts and charter school governing boards to perform an evaluation of the infrastructure to determine what capabilities are or are not in place in order for the Contractor to provide the mobile panic alert system at those locations.

3. Please explain evaluating gaps in school's infrastructure?

Answer:

See # 156 2.

- 157.** Presently this unknown in the Deliverables could change the Pricing considerably. (Site Visits: Travel costs). Please explain how this should be priced?

Answer:

Respondents are encouraged to provide pricing that reflects the solution they are proposing.

- 158.** 6.1: What is "diverse emergency services technologies?" Can the state provide examples?

Answer:

Diverse emergency service technologies include those associated with PSAP and first responder communications needed for real-time coordination, such as, but not limited to, radios, Wi-Fi, cellular, and internet.

- 159.** 6.2: "Ensures real-time coordination between multiple first responder agencies". What coordination do you want to take place?

Answer:

State law requires that the coordination between multiple first responder agencies be "real-time".

1. Will the 911 telecommunications center not be the coordinating hub?

Answer:

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for real-time coordination.

- 160.** 6.3: "Provides two-way communications" What is the definition of "two way communication" as understood by Florida DOE? Does it need to be full duplex? Does it need to be voice?

Answer:

Two-way communication occurs when feedback is provided from the receiver to the sender to allow the sender to know the message was received accurately by the receiver.

Additional specificity is not outlined in the ITN scope. Respondents are encouraged to provide a description of how their solution can provide two-way communications.

- 161.** 6.4 “Integrates a mobile panic alert system that may be used by each school district.” What do you mean by “integrates?”

Answer:

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for integration.

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

2. Are you asking for a single global (Florida) solution that will integrate all or some school districts?

Answer:

The solution must provide a state-wide mobile panic alert system for all school districts and charter schools that is capable of connecting diverse emergency services technologies; providing real-time coordination between multiple first responder agencies; and can integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

The number of participating schools will be determined as part of the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

3. What is the definition of “mobile,” as understood by Florida DOE?

Answer:

Additional specificity is not outlined in the ITN scope. Respondents are encouraged to provide a description of how their solution can provide a mobile panic alert system solution. Respondents are encouraged to provide a description of how their solution can integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

- 162.** The Contractor must ensure all personnel performing services on public school property comply with the Jessica Lunsford Act including meeting level 2 screening requirements as described in s. 1012.32, F.S. Reference s.1012.465, F.S. Who will process the fingerprints to the FBI?

Answer:

Fingerprinting is typically handled by the school district for those Contractors working on public school property. However, the Department may coordinate the screening for certain contract personnel working at the state level.

- 163.** In PUR 1000. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

60A-1.031 MyFloridaMarketPlace Transaction Fee and Exceptions. Is the Transaction Fee Exempt from this contract?

Answer:

No.

- 164.** When can we invoice for the awarded contract be submitted. Must the entire Florida School system be completed or can a progress payment method be submitted to receive payment after completion of each school?

Answer:

Payment methods may be negotiated with the Contractor. Respondents are encouraged to outline proposed pricing in their Reply.

- 165.** Beginning with the 2021-22 school year, school staff at each participating public school, including charter schools, will be able to activate a mobile panic alert system, known as "Alyssa's Alert," that: This requirement states that you are only asking for school staff from each participating school to be able to activate a mobile alert panic system. Is it true that you are not requiring any other population participation during the 2021-2022 school year?

Answer:

Populations other than school staff at each participating school capable of activating the mobile panic alert are not specified in the scope of this ITN. The solution must allow and support districts to designate and manage user permissions and user groups for notification of a panic alert activation, including users at public safety agencies, as defined in s. 365.171, F.S. and must provide district administrative access to provide additional campus or facility information through the system.

1. Who are the participating schools?

Answer:

The number of participating schools will be determined as part of the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

- 166.** From 6.1 Deliverables. Develop a comprehensive annual plan that describes the required services to the Department to include: Program requirements and enhancements. Does this include HSEEP drill protocols?

Answer:

The scope does not outline a requirement for HSEEP drill protocols. The Respondent is encouraged to outline relevant capabilities of their solution that will assist the state in determining the solution that provides the best value to the state.

1. Security requirements as approved by the Department, including a system security plan. Will we have access to each school required Comprehensive School Safety Assessment?

Answer:

No. the Department will not provide the Contractor access to the Florida Safe Schools Assessment Tool.

2. Complete an evaluation of the following for school districts and charter school governing boards: Provide the evaluation including the project plan in an agreed upon format, that identifies the phased plan with prioritizing districts and charter schools with the greatest need based on the findings of the evaluation. Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law. Will this be completed after the award?

Answer:

Yes.

Work with the Department to develop a phased project plan to ensure project completion by August 1, 2021

3. Please clarify. Is this part of the proposal or post award?

Answer:

This is part of the post award deliverables.

167. 5.13 PERFORMANCE BOND

The Contractor should supply to the Department a Performance Bond in the amount of 5% of the amount of the annual award. The surety should be in a form acceptable to the Department, such as a bond, cashier's check, certified check or money order. A Surety must be authorized to do business in the state of Florida. The Performance Bond should be executed and furnished to the Department within ten (10) calendar days prior to the Contractor beginning work under the contract. A performance bond is not required from Florida state universities.

A performance bond is procured post-award and is for 100% of the total bid. A bid bond is procured pre-award and is submitted with the bid in the amount of 5% of the bid. Do you require a bid bond in the amount of 5% of the total bid to be submitted with bids, instead of a performance bond?

Answer:

No

1. Will a performance bond, or performance and payment bond, be required post-award?

Answer:

Yes.

- 168.** Beginning with the 2021-22 school year, school staff at each participating public school, including charter schools, will be able to activate a mobile panic alert system, known as “Alyssa’s Alert,” that: Integrates a mobile panic alert system that may be used by each school district (Does the term “mobile” mean cell phone?) Current school Cellular Telephone policies prohibit the use of cellular phones during class by students and teachers – will this policy change to allow for use?

Answer:

The term “mobile” is not limited “cell phone”. Users of the mobile panic alert system must be able to activate the alert for an emergency.

- 169.** Connects diverse emergency services technologies. At the location or the local First Responders? Medical First Responders?

Answer:

This level of specificity is not outlined in the ITN scope. Specific requirements for notifications will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

- 170.** Ensures real-time coordination between multiple first responder agencies. Does coordination mean notification to first responders. Do you want to want the Contractors to engage first responders outside of the affected area that may not have jurisdiction within the area affected?

Answer:

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for notification.

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

- 171.** Integrates with local public safety answering point infrastructure to transmit 911 calls and mobile activations. Does this mean providing victim location and device ID information?

Answer:

The solution must provide at a minimum the emergency information details, location of the device, and unique identifiers of the device.

Please visit the Department of Management Services Public Safety Communications webpage for additional information regarding Florida 911 guidelines:

https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

- 172.** Provides two-way communications. Would this be Voice or other types of communication? Chat?

Answer:

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for two-way communications including requirements included within s. 365.171-179, F.S. – Emergency Communications Number “E911” and applicable State 911 administrative rules (F.A.C. Chapter 60FF-6).

Additional solutions not specified in the ITN scope, state law, or Florida 911 guidelines may be negotiated to determine the best value for the state.

- 173.** Connects to both Wi-Fi and cellular. Is this a simultaneous communication or redundant/high availability/failover?

Answer:

Connectivity to both Wi-Fi and cellular is required for redundancy.

- 174.** What is the total number of schools and/or users that should be included in this proposal?

Answer:

The Office of Safe Schools’ January 2020 district survey indicated that there are 3,712 public school campuses in Florida. This number will vary slightly as old campuses close or merge and new campuses open. The number of participating schools will be determined as part of the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

- 175.** Should a vendor's pricing be for all schools state-wide? Or per site? Or per user? Is that pricing to include all potential sites/users? Or does the pricing only apply to those that move forward with your selected vendor(s)?

Answer:

Districts may use a solution of their choosing that meets the requirements outlined in state law. Respondents should consider this when developing their pricing structure.

- 176.** Is there a usage or adoption goal you have for the number (percentage) of staff that install the application on their devices? Is install and logged in usage data for staff devices a feature you are looking for?

Answer:

Requirements for school staff participation will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

School staff data is available on the Department of Education’s Pk-12 Public School Data Publications and Reports web page at: <http://www.fldoe.org/accountability/data-sys/edu-info-accountability-services/pk-12-public-school-data-pubs-reports/staff.shtml>

177. Is the state going to mandate that all district staff must install this on their personal devices? Or will it be optional?

Answer:

State law requires that each public school, including charter schools, shall implement a mobile panic alert system with specified capabilities.

Requirements for school staff participation will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

178. Will there be any state programs like reimbursements to increase the adoption rate of on personal devices?

Answer:

There is not currently a state reimbursement program set up for the adoption of the system on personal devices.

179. Would the state consider a solution that includes wearable devices like a badge with a panic button as an option instead of personal phones? If so, how will that be weighted considering the additional expense?

Answer:

The scope does not outline the level of specificity regarding specific types of mobile devices. The state will consider any solution that meets the requirements outlined in the ITN scope and state law. The Department will consider factors that include, but are not limited to, price, quality, design, and workmanship to determine the best value to the state.

180. The scope requires the local PSAP (911) be alerted with the "location of the device". Can you please define your desired/acceptable location accuracy? Location address only? Specific building, floor, and room level accuracy and information?

Answer:

The solution should provide district administrators the capability of providing additional campus or facility information through the system. This may include, but is not limited to, site/floor plans, maps, emergency contacts, other site-specific emergency information as determined by the district administrator.

The Contractor will need to work with local PSAPs, school districts and charter school governing boards to determine the location requirements.

Please see the Department of Management Services Public Safety Communications/ Florida 911 webpage for additional information on PSAPs: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

- 181.** The locating accuracy of mobile app solutions require additional hardware to be installed in schools to get building, floor, and room level accuracy. Should we include that in our pricing? How will that be weighted considering the additional expense?

Answer:

Respondents are encouraged to provide a detailed pricing that reflects the solution they are proposing. The Department will consider factors that include, but are not limited to, price, quality, design, and workmanship to determine the best value to the state.

- 182.** Can additional options be submitted in our response? For example, multi-color visual strobes that notify all building occupants to take immediate action (similar to a fire alarm system).

Answer:

Respondents are encouraged to provide additional detail regarding their solution to assist the negotiation team determine the best value for the state. Details that outline value-added solutions above and beyond the scope outlined in the ITN should be highlighted or easily identifiable in the Respondent's Reply.

- 183.** Will you consider a combination of vendors and awards for this ITN? For example, one vendor for app only solution. Another vendor for a wearable device solution or integrations like strobes and intercom messaging?

Answer:

The Department may choose one or more Contractors that meet the requirements outlined in the ITN scope and state law to provide this service based on the best value to the state.

- 184.** Will the state be paying for these services directly? Or will final negotiations and payment come from the districts?

Answer:

The Department will contract with the Contractor for this service.

- 185.** If a district opts to go with another solution that meets the law requirements, but was not selected by the state, will they be reimbursed or receive any funds? If so, has an amount been determined?

Answer:

Funding for solutions other than the state-wide system outlined in this ITN are outside the scope of this negotiation.

- 186.** Section 5.4 Sub-Contracting States that upon execution of the contract, the Contractor should provide a list of subcontractors to the Department's contract manager. Would that list be on Attachment E? Does that mean that Attachment E does not need to be submitted with the ITN Response?

Answer:

No.

Attachment E should be used if sub-contractors are certified CMBE vendors.

- 187.** Project Plan related questions. Will the vendor have access to school district contacts responsible for survey and installation?

Answer:

The Department will provide a list of school district points of contact for this project. The Contractor will be expected to coordinate with the district regarding site locations, technology hardware, and networks to conduct evaluations.

- 188.** Will the vendor, the State, or both vendor and State be responsible for notification and explanation to the school districts about measures, implementation, and deadlines?

Answer:

The Office of Safe Schools will work with the vendor to establish a line of communication with the districts regarding measures, implementation, and deadlines for this project.

- 189.** Who will be responsible from the State for making sure the School Districts are ready to install equipment and there is someone with the authority to oversee all aspects of Panic Button Application installation and training?

Answer:

The role of the Department is to ensure services are provided in accordance with the contract; coordinate with the Contractor regarding performance issues as they arise; and review invoices prior to payment.

The role of the Contractor is to provide a state-wide mobile panic alert system for all participating school districts and charter schools that is capable of connecting diverse emergency services technologies; providing real-time coordination between multiple first responder agencies; and integrating with local public safety answering point infrastructure to transmit 911 calls and mobile activations. The Contractor(s) shall ensure the deadlines are met and proper documentation has been provided and is responsible for providing all labor, material, equipment and services needed for the project as outlined in SECTION 6 of the ITN.

- 190.** Will additional funding be made available for any extra costs incurred due to installation School Districts' delays?

Answer:

The Respondent should anticipate any extra costs that may be incurred for this project and include those in their price Reply.

- 191.** How will the State inform the districts, including districts' key personnel (Principals, IT, Facilities) about the project details, including budgets and timelines?

Answer:

The Office of Safe Schools will work with the vendor to establish a line of communication with the districts regarding measures, implementation, and deadlines for this project.

- 192.** Will the State affirm that each School District will assign a project lead and administrator(s) responsible for setting up Panic Button Applications for each school and who also understands, manages, and helps staff to Download and use applications?

Answer:

District and school staff participation will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

- 193.** Is the State, vendor, or school district responsible for making sure the District's first responders are informed and accepting of the project?

Answer:

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements to ensure real-time coordination between multiple first responder agencies.

- 194.** Is text to 911 in any way part of this submission or simply not to interfere with that capability?

Answer:

The ITN scope does not specify text-to-911 requirements; this need may be determined at the local level. The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine text-to-911 requirements

- 195.** Will the State adjust the August 1, 2021 deadline for School Districts for COVID-19-related installation delays?

Answer:

State law requires that the mobile panic alert system be implemented beginning with the 2021-2022 school year. The August 1 deadline is in place to ensure this legal requirement is met.

- 196.** Clarify annual fees for school districts that have a panic button solution already:

Answer:

The Department does not track annual fees for districts that have a panic button solution already.

- 197.** Will this contract cover their annuals fees going forward?

Answer:

If possible, this would be determined through agreements between the state, district and the Contractor.

- 198.** Does the State have a list and type of installed panic alarms and School Districts' annual fees? Is the State planning to renegotiate any fees?

Answer:

The schools may report panic alarm capability during their annual school security risk assessment. This information is exempt from public record. Information

regarding specific lists and types of installed panic alarms will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

- 199.** Will there be an MOU between the District and the DOE for the contract services/equipment being supplied under this contract?

Answer:

The Department has not yet determined whether this project will require an MOU between the Department and participating school districts.

- 200.** Do respondents need to provide a response related to the Florida Cyber Security Standards Chapter 60GG-2, F.A.C?

Answer:

The Contractor will need to provide evidence of compliance with Florida Cyber Security Standards after award. Respondents are encouraged to briefly describe their current state of information security compliance with state and/or federal standards in their Reply.

- 201.** What are the criteria for determining “greatest need” as referenced in the deliverable and completion-“Provide the evaluation including the project plan in an agreed upon format, that identifies the phased plan with prioritizing districts and charter schools with the greatest need based on the findings of the evaluation.”

Answer:

Information regarding districts and charter schools with the greatest need will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN as referenced in the question. An example may be a school district will no mobile panic alarm capability in place versus a district with partial or full mobile panic alarm system capability in place.

- 202.** Are there defined expectations and criteria for the SLO’s contained in the SLA? (24/7 Support response times, time to issue resolution times, hardware RMA process and response times, support process flow and response for panic button solutions, etc.)

Answer:

The SLA describes the IT service, documents service level requirements, and specifies the responsibilities of the cloud service provider and the customer. The state agency will ensure that Service Level Agreement (SLA) requirements for cloud computing availability, performance, and response are included in the contract.

Reference Florida Cyber Security Standards 60GG-2, F.A.C. and 60GG-4, F.A.C for Cloud Computing.

- 203.** Are hotlinks/hyperlinks to video permitted in the response?

Answer:

Hyperlinks are discouraged.

- 204.** Will there be coordination with the jurisdictional PSAP's and Public Safety Agencies that will receive alerts from the State of Florida?

Answer:

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for real-time coordination with public safety agencies including requirements included within s. 365.171-179, F.S. – Emergency Communications Number “E911” and applicable State 911 administrative rules (F.A.C. Chapter 60FF-6).

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

- 205.** Will the Counties that already have the selected vendor by the State have their annual costs for renewal covered as part of this project and should that be calculated in totals?

Answer:

This has not been determined.

- 206.** Can you identify the funding source for concurrent years in support of this project? What do you anticipate the amount to be?

Answer:

From the funds provided in Specific Appropriation 142, \$6,400,000 in recurring funds and \$1,600,000 in nonrecurring funds from the General Revenue Fund is provided to the Department of Education to implement the provisions of section 1006.07(4), Florida Statutes. Reference Chapter 2020-111, House Bill No. 2001, Laws of Florida.

However, due to projected shortfalls in state revenues, the Department received budget instruction to hold back a portion of the amounts appropriated by the Legislature for 2020-21 for state-funded projects. Due to this requirement, the award for the State-wide Mobile Panic Alert System has been adjusted to \$7,520,000.

- 207.** Section 5.13 Performance Bond: Please provide a definition of performance for the bond and the term when the 5% surety will be released?

Answer:

This has not been determined.

- 208.** Must charts and diagrams be completed in a 12 point font?

Answer:

Type size should not be less than a 12 point font, including charts and diagrams.

209. Are we to assume that school districts have both robust Wi-Fi and cellular network coverage? What would be the plan if not the case? And is this part of the ITN?

Answer:

Yes, this is part of the ITN. Respondents should not assume that all school districts have both robust Wi-Fi and cellular network.

210. Who will have access to the system?

Answer:

State and district level administrators at minimum for the purpose of designating and managing user permissions and user groups for notification of a panic alert activation, including users at public safety agencies, as defined in s. 365.171, F.S. as well as to provide additional campus or facility information through the system.

211. What integrations are expected by DOE with existing systems?

Answer:

The Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for integration.

Additional information about Florida 911 is available on the Department of Management Services Public Safety Communications webpage: https://www.dms.myflorida.com/business_operations/telecommunications/public_safety_communications

212. Will the Panic Alarm be triggered from Mobile devices only or is there a need for Mobile as well as Web Portal?

Answer:

The ITN scope and state law does not specify that this system requires activation via a web-portal. However, the Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for panic alarm notifications.

Respondents are encouraged to provide additional detail regarding their solution to assist the negotiation team determine the best value for the state. Details that outline value-added solutions above and beyond the scope outlined in the ITN should be highlighted or easily identifiable in the Respondent's Reply.

213. What is the total number of schools and the total number of subscribers expected in years 1, 2 and 3?

Answer:

Users may include, but are not limited to all levels of school staff, charter school governing board staff, district administrators and staff, first responder agency personnel, and state administrators.

The Contractor will need to work with the local districts to determine the total number of local users and user groups, including users at public safety agencies, as defined in s. 365.171, F.S. for notification of a panic alert activation.

There are 67 school districts and six Special and Lab Schools, for a total of 73. The Office of Safe Schools' January 2020 district survey indicated that there are 3,712 public school campuses in Florida. This number will vary slightly as old campuses close or merge and new campuses open.

School staff data is available on the Department of Education's Pk-12 Public School Data Publications and Reports web page at: <http://www.fldoe.org/accountability/data-sys/edu-info-accountability-services/pk-12-public-school-data-pubs-reports/staff.shtml>

- 214.** To enable Supplier to provide our most comprehensive technical response, would you consider extending the due date by 2 weeks to October 20, 2020?

Answer:

No. The question and answer period will not be extended. Selected Respondents will have an opportunity to ask questions additional during the negotiation phase.

- 215.** How many school employees would have access to the panic alert application?

Answer:

Users may include, but are not limited to all levels of school staff, charter school governing board staff, district administrators and staff, first responder agency personnel, and state administrators.

The Contractor will need to work with the local districts to determine the total number of local users and user groups, including users at public safety agencies, as defined in s. 365.171, F.S. for notification of a panic alert activation.

There are 67 school districts and six Special and Lab Schools, for a total of 73. The Office of Safe Schools' January 2020 district survey indicated that there are 3,712 public school campuses in Florida. This number will vary slightly as old campuses close or merge and new campuses open.

School staff data is available on the Department of Education's Pk-12 Public School Data Publications and Reports web page at: <http://www.fldoe.org/accountability/data-sys/edu-info-accountability-services/pk-12-public-school-data-pubs-reports/staff.shtml>

- 216.** How many school students would have access to the panic alert application?

Answer:

This project is to provide school staff at each participating public school, including charter schools, the ability to activate a mobile panic alert system.

- 217.** Is the system intended to provide visual and audible notifications to all buildings occupants including hearing and visually impaired occupants across all campuses? How is the system intended to notify ADA hearing and visually impaired occupants during "Code Red / school lockdown" event?

Answer:

State law requires that the school staff at each participating public school, including charter schools, will be able to activate a mobile panic alert system. All applicable state and federal ADA regulations apply. Respondents are encouraged to include

in their Reply how their solution notifies ADA hearing and visually impaired occupants during “Code Red / school lockdown” event.

- 218.** In determining the system requirements, has the DOE consulted with the ADA to ensure no discriminatory actions are taken against the DOE or schools?

Answer:

The Office of Safe Schools coordinates with the Office of Educational Facilities on facilities issues regarding State Requirements for Educational Facilities (SREF) & The Florida Building Code which includes accessibility issues. The Office of Educational Facilities has been directly involved with this project.

- 219.** Is the system intended to alert all campus occupants at all indoor and outdoor locations across each school campus?

Answer:

This level of specificity is not outlined in the ITN scope or state law. Respondents are encouraged to provide a description of how their solution provides alert notifications.

Additional solutions not specified by state law may be negotiated to determine the best value for the state.

- 220.** Is the proposed system meant to be solely available on teacher and school staff phones or will students have access to application?

Answer:

This project is to provide school staff school staff at each participating public school, including charter schools, the ability to activate a mobile panic alert system. The term “mobile” is not limited “cell phone”.

- 221.** Will the districts or DOE be able to mandate school employees to download applications on personal devices? Will DOE provide funds for schools to purchase phones for use with the desired system? How much will the DOE provide in funding to provide teachers and staff with devices for use with the system?

Answer:

Department will be not able to mandate school employees to download applications on personal devices. The 2020 Florida Legislature appropriated funding for this project specifies that the Department contract for a mobile panic alert system that may be used by each school district through a competitive solicitation.

Reference:

<https://www.flsenate.gov/Session/Bill/2020/70/BillText/er/PDF>

- 222.** During “Code Red / school lockdown” events, how will the schools notify students, visitors, and other campus occupants to seek shelter?

Answer:

This is determined locally at the district and school level. This level of specificity is not outlined in the ITN scope or state law. Specific requirements for notifications will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

Respondents are encouraged to provide a description of how their solution notifies end users students, visitors, and other campus occupants to seek shelter. Additional solutions not specified by state law may be negotiated to determine the best value for the state.

- 223.** Is the system intended to notify all building occupants automatically upon activation such as a fire alarm or will third party vetting be needed prior to notification to campus occupants?

Answer:

This is determined locally at the district and school level. This level of specificity is not outlined in the ITN scope or state law. Specific requirements for notifications will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

Respondents are encouraged to provide a description of how their solution automatically notifies building occupants. Additional solutions not specified by state law may be negotiated to determine the best value for the state.

- 224.** During “Code Red / school lockdown” events, how will schools notify all students and visitors not in the company of school employees (while at restrooms, parking lots, athletic fields, and hallways).

Answer:

This is determined locally at the district and school level. This level of specificity is not outlined in the ITN scope or state law. Specific requirements for notifications will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

Respondents are encouraged to provide a description of how their solution automatically notifies students and visitors not in the company of school employees. Additional solutions not specified by state law may be negotiated to determine the best value for the state.

- 225.** Will an active shooter alert be transmitted to law enforcement and all campus occupants automatically or will it require confirmation by staff?

Answer:

This is determined locally at the district and school level. This level of specificity is not outlined in the ITN scope or state law. Specific requirements for notifications will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

Respondents are encouraged to provide a description of how their solution automatically notifies law enforcement or provides/requires staff confirmation. Additional solutions not specified by state law may be negotiated to determine the best value for the state.

- 226.** Given possible cellular or Wi-Fi dead zones, is the system intended to work at all indoor and outdoor campus locations?

Answer.

The system is intended to work for all locations campus wide where students and staff are present. Respondents are encouraged to provide a description of how their solution may mitigate possible cellular or Wi-Fi dead zones.

- 227.** How will the DOE address Wi-Fi and cell service dead zones? Will DOE provide funding to cover possible Wi-Fi or cellular dead zones? How much will the DOE provide to each school to address Wi-Fi or cellular service dead zones?

Answer:

The second deliverable listed under 6.1 of the ITN requires the Contractor to Complete an evaluation of the following for school districts and charter school governing boards: “public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law, and identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law.”

The 2020 Florida Legislature appropriated funding for this project specifies that the Department contract for a mobile panic alert system that may be used by each school district through a competitive solicitation. The appropriation does not specify funding to cover possible Wi-Fi or cellular dead zones. Reference: <https://www.flsenate.gov/Session/Bill/2020/70/BillText/er/PDF>, and <https://www.flsenate.gov/Session/Bill/2020/5001>

- 228.** Will the DOE require vendors to verify and guarantee cellular, Wi-Fi, and GPS coverage at all campus locations to ensure functionality during life-threatening events?

Answer:

The Department cannot require the Contractor to guarantee cellular, Wi-Fi, and GPS coverage at all campus locations. However, the ITN requires the Contractor to complete an evaluation of the following for school districts and charter school governing boards: “public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law, and identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law.”

- 229.** Will the winning provider be held liable or responsible for any Wi-Fi, GPS, or cell service dead zones at school locations?

Answer:

The Contractor will be responsible for the availability of the system they provide and reliable connectivity to existing communication infrastructure.

- 230.** Is the DOE working with or planning to work with all cellular providers and Wi-Fi vendors to guarantee mobile application coverage and platform compatibility across the state? Will cellular providers be held liable or responsible for any Wi-Fi, GPS, or cellular service dead zones at school locations?

Answer:

This questions falls outside the scope of this ITN.

As such, the Contractor will need to work with local PSAPs in addition to the Department, school districts and charter school governing boards to determine the requirements for integration and connectivity.

- 231.** Will user smartphones be managed by the districts or will the system be dependent on individual user management?

Answer:

Smartphone user management is determined at the local level. The Contractor will need to work with the districts regarding districts' ability to designate and manage user permissions and user groups for notification of a panic alert activation, including users at public safety agencies, as defined in s. 365.171, F.S. and administrative access to provide additional campus or facility information through the system.

- 232.** How will the DOE and districts ensure privately owned devices are kept up to date with security and software updates to prevent Wi-Fi network vulnerabilities and Wi-Fi jacking?

Answer:

The Contractor will work with the local districts regarding security and software updates. Respondents are encouraged to provide a description of how they intend to address security and software updates.

- 233.** How will the DOE and districts guarantee user's phones and applications are kept updated upon new releases of operating systems by all phone manufacturers?

Answer:

The Contractor will work with the local districts regarding new releases of operating systems. Respondents are encouraged to provide a description of how they intend to address new releases of operating systems.

- 234.** How will the DOE or districts ensure mobile alert application functions properly across all phone manufactures when application developers lag behind operating system updates?

Answer:

The Contractor will need to work with the local districts to ensure mobile alert application functions properly across all phone manufactures when application developers lag behind operating system updates. Respondents are encouraged to provide a description of how they intend to address mobile alert application functionality across all phone manufactures when application developers lag behind operating system updates.

235. How will the DOE ensure the application is downloaded on school staff devices?

Answer:

The Department cannot ensure the application is downloaded on school staff devices. This would be addressed locally by the district. The Office of Safe Schools may check for implementation of a panic alert system during school compliance visits.

236. How will the district ensure the application is downloaded on school staff devices?

Answer:

This will be determined locally at the school district and charter school level.

237. How will the DOE ensure application is not removed from user devices after original installation?

Answer:

The Department cannot ensure the application is not removed from user devices after original installation.

238. How will the schools ensure application is not removed from user devices after original installation?

Answer:

This will be determined locally at the school district and charter school level. The Office of Safe Schools may check for implementation of a panic alert system during school compliance visits.

239. Is the intended solution intended to be a perpetual license with a onetime purchase by the DOE or renewed on annual basis? Who will be responsible for renewal costs if any?

Answer:

The 2020 Florida Legislature appropriated both recurring and non-recurring funds to the Department for the purpose of this project. The Respondent is encouraged to provide a price Reply that reflects the most appropriate option for their system.

240. Districts in Florida using applications have had to upgrade their Wi-Fi networks to ensure applications have Wi-Fi access. Will the DOE provide funding for those instances where schools will need to upgrade Wi-Fi networks? How much will the DOE provide to each school to upgrade Wi-Fi networks?

Answer:

The 2020 Florida Legislature appropriated funding for this project specifies that the Department contract for a mobile panic alert system that may be used by each school district through a competitive solicitation. The appropriation does not specify funding to cover possible Wi-Fi or cellular dead zones. Reference: <https://www.flsenate.gov/Session/Bill/2020/70/BillText/er/PDF>, and <https://www.flsenate.gov/Session/Bill/2020/5001>

- 241.** How will the DOE ensure Wi-Fi services are available and not compromised with DOS (Denial Of Service) attacks during a “Code Red” event?

Answer:

The Department does not control local Wi-Fi services therefore cannot ensure Wi-Fi services are available and not compromised.

- 242.** In the case of a “Code Red” event, how will the DOE and schools guarantee Wi-Fi connectivity in areas where cellular service is not available?

Answer:

The Department does not control local Wi-Fi services therefore cannot guarantee Wi-Fi connectivity in areas where cellular service is not available.

- 243.** How will the system notify all campus occupants for different threat levels (code red, school lockdown, medical, weather, all clear)?

Answer:

This is determined locally at the district and school level. This level of specificity is not outlined in the ITN scope or state law. Specific requirements for notifications will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

Respondents are encouraged to provide a description of how their solution provides notifications during a school emergency. Additional solutions not specified by state law may be negotiated to determine the best value for the state.

- 244.** How will the system alert all campus occupants and distinguish between fire and “code red” events? During a “Code Red / school lockdown” event, will the system be required to be evidently different from a fire alert condition?

Answer:

This is determined locally at the district and school level. This level of specificity is not outlined in the ITN scope or state law. Specific requirements for notifications will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

Respondents are encouraged to provide a description of how their solution differentiates notification types. Additional solutions not specified by state law may be negotiated to determine the best value for the state.

- 245.** Will onsite troubleshooting of the desired solution be allowed during deployment of the system?

Answer:

Onsite trouble shooting will be permitted at the discretion of the local school district or charter school governing board. The Contractor will need to work with the district points of contact for on-site access.

246. How will the DOE ensure the desired system will maintain compatibility with other security or communication systems in use at all school locations? Will the DOE perform regular audits and test the system?

Answer:

No. The Contractor will be responsible for providing all labor, material, equipment and services needed for the project as outlined in Section 6 of the ITN. Therefore, it will be the Contractor's responsibility to ensure their system is operating to the specifications outlined in the contract.

247. How is the system intended to proactively report technical issues preventing proper operation during an emergency?

Answer:

This level of specificity is not outlined in the ITN scope. The Respondent is encouraged to describe how their system will proactively report technical issues preventing proper operation during an emergency.

248. What is the Remote Connectivity platform and configuration?

Answer:

This may vary between districts and charter school governing boards as each district maintains its own data governance.

249. Is there Formal Change Management process to follow?

Answer:

Please see change management requirements within 60GG-1.004 Planning, 60GG-1.006, and Monitoring and Controlling, F.A.C: <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=60gg-1>

250. Can the team share if there are standard configurations of firewall, routers, etc.

Answer:

This may vary between districts and charter school governing boards as each district maintains its own data governance.

251. On the required Deployment Schedule, is consideration being given if the school districts don't give the required information on time?

Answer:

As outlined in the Role of the Contractor under 6.0, "the Contractor's contact person shall make the Department's contract manager aware of any issues as they arise, manage routine issues associated with assigned personnel, and provide reports as outlined in the contract or as requested by the Department's contract manager." The Department's contract manager will work with the Contractor to resolve any issues regarding the schedule.

252. Does Florida have a statewide education training platform, and if so can we access it to upload training videos?

Answer:

The Department does not have a statewide education training platform for this purpose.

253. What date is all training expected to be completed?

Answer:

The scope of the ITN requires that the project must be complete by August 1, 2021. The training dates may be negotiable as part of the overall project plan. The training may be provided on-demand and/or live either virtually or face-to-face. On demand training can be on-going.

254. Does the Department have a listing of the current School Districts that have implemented a mobile panic alarm system?

Answer:

The schools may report panic alarm capability during their annual school security risk assessment. This information is exempt from public record. Information regarding specific lists and types of installed panic alarms will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

255. Does the Department have a listing of Florida Schools they anticipate will utilize the Mobile Panic Alarm?

Answer:

No. Information regarding participating school districts and charter schools will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

Potential proposers have 72 hours from posting of addenda to protest the requirements of each addendum. Failure to file a protest within the time prescribed in Section 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**YOUR REPLY MAY NOT BE COMPLETE WITHOUT THIS PAGE
SIGNED AND INCLUDED!**

Vendor Name – *written*: _____

Authorized Signature: _____

Authorized Name – *written*: _____

Mailing Address: _____

City, State & Zip Code: _____

Telephone: _____ Facsimile: _____ E-Mail Address: _____

State of Florida
Department of Education
Bureau of Contracts, Grants and Procurement Management Services
325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400

INVITATION TO NEGOTIATE REGISTRATION

COMPLETE AND RETURN THIS FORM

Reply Number: ITN 2021-31

Title: STATE-WIDE MOBILE PANIC ALERT SYSTEM

Date & Time Reply Due: OCTOBER 6, 2020 @ 2:30 PM EASTERN TIME (ET)

Potential Respondents should notify the Florida Department of Education, Bureau of Contracts, Grants and Procurement Management Services by returning this Intent to Submit Reply Form as soon as possible after downloading. Complete this form and send **this sheet only** to the below official contact person's e-mail address (preferred). Form may also be faxed to fax number (850) 245-0719, or mailed to 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida 32399-0400.

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Internet E-Mail Address: _____

Signed: _____ Date: _____

Florida Department of Education's contact person: ReGina Register, regina.register@fldoe.org, (850) 245-9173.

**State of Florida
Department of Education**

**INVITATION TO NEGOTIATE
STATE-WIDE MOBILE PANIC ALERT SYSTEM**

BID NUMBER: ITN 2021-31

DEADLINE FOR TECHNICAL QUESTIONS: SEPTEMBER 15, 2020 by 2:00 pm ET
(There is no deadline for administrative questions)

REPLIES ARE DUE BY: 2:30 PM, ET, ON OCTOBER 6, 2020

MAIL OR DELIVER REPLIES TO:

Florida Department of Education
Bureau of Contracts, Grants and Procurement Management Services
325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400
Attention: ReGina Register
Phone: (850) 245-9173

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**STATE OF FLORIDA
DEPARTMENT OF EDUCATION
INVITATION TO NEGOTIATE**

STATE-WIDE MOBILE PANIC ALERT SYSTEM

BID NUMBER: ITN 2021-31

SECTION 1 – INSTRUCTIONS

1.0 GENERAL INSTRUCTIONS TO RESPONDENT

This section contains instructions explaining the solicitation process and the actions necessary to respond. General Instructions to Respondent (Form PUR 1001 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent's Reply. Form PUR 1001 may be accessed at http://dms.myflorida.com/business_operations/state_purchasing under "Documents, Forms, References and Resources".

In the event of any conflict between Form PUR 1001 and other instructions provided in this document, the additional instructions in this document shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes (F.S.), in which case the statutory requirements shall take precedence.

THE DEPARTMENT HAS CHOSEN TO USE THE ITN FORMAT FOR THIS PROCUREMENT BECAUSE IT WANTS VENDORS TO PROPOSE THE BEST METHOD FOR ACHIEVING THE GOAL OF THIS ITN AND SOLVING THE PROBLEM STATED HEREIN. THEREFORE, ALTHOUGH THE ITN MAY USE MANDATORY WORDS LIKE "SHALL," "WILL," OR "MUST," AND MAY DEFINE CERTAIN ITEMS AS REQUIREMENTS, THE DEPARTMENT RESERVES THE RIGHT, IN ITS DISCRETION, TO WAIVE ANY DEVIATIONS FROM THESE PROVISIONS AND RESOLVE ANY ISSUES IN THE NEGOTIATION PHASE. THEREFORE, THE DEPARTMENT RESERVES THE RIGHT TO REVIEW THE ENTIRE REPLY TO DETERMINE IF IT ACHIEVES A LEVEL OF COMPETENCY WORTHY OF FURTHER NEGOTIATIONS; REGARDLESS OF WHETHER INDIVIDUAL REQUIREMENTS HAVE BEEN ADDRESSED OR NOT. HOWEVER, VENDORS THAT FAIL TO PROVIDE SIGNIFICANT PORTIONS OF THE SOLUTION OR ADDRESS SIGNIFICANT PORTIONS OF THE PROCUREMENT MAY STILL BE DEEMED NONRESPONSIVE. IN ADDITION, THERE IS NO GUARANTEE THAT SUCH DEVIATIONS WILL BE DEEMED IN THE STATE'S BEST INTEREST OR ANY REPLY CONTAINING THOSE DEVIATIONS PARTICIPATE IN THE NEGOTIATIONS. USE OF THE TERMS "SHALL," "WILL," AND "MUST" INDICATE THE DEPARTMENT'S INITIAL VIEW OF THE VALUE OF SUCH ITEMS. VENDORS HAVE THE OPPORTUNITY TO SUGGEST ALTERNATIVES IN THE ITN PROCESS, BUT THERE IS NO GUARANTEE THAT THE DEPARTMENT WILL AGREE THE DEVIATIONS ARE IN ITS BEST INTEREST OR CREATE THE BEST VALUE FOR THE STATE.

SECTION 2 – CONTRACT CONDITIONS

2.0 GENERAL CONTRACT CONDITIONS

Standard terms and conditions that will apply to the contract which results from the solicitation event are provided in this section. General Contract Conditions (Form PUR 1000 – incorporated herein by reference) is a downloadable document which must be downloaded for review. This document need not be returned with the Respondent's Reply. Form PUR 1000 may be accessed at http://dms.myflorida.com/business_operations/state_purchasing under "Documents, Forms, References and Resources".

In the event of any conflict between the PUR 1000 form and any other Special Conditions, the Special Conditions shall take precedence over the PUR 1000 form unless the conflicting term in the PUR form is required by any section of the F.S., in which case the statutory requirements shall take precedence.

SECTION 3 - INTRODUCTION

3.0 INTENT

The State of Florida Department of Education (hereinafter referred to as the "Department") is soliciting written replies from qualified vendors to establish a term contract of which the term is anticipated to begin upon execution of the contract and be effective for thirty-six (36) months thereafter. Award may be made to the responsible and responsive vendor that the Commissioner of Education determines will provide the best value to the state.

The resulting contract may be renewed for up to three (3) one-year terms. See Form PUR 1000 for renewal requirements.

3.1 PURPOSE

The purpose of this Invitation to Negotiate (ITN) is to select a contract provider(s) to provide a state-wide mobile panic alert system for all school districts and charter schools that is capable of connecting diverse emergency services technologies; providing real-time coordination between multiple first responder agencies; and integrating with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

3.2 BACKGROUND

The 2020 Legislature amended section 1006.07, Florida Statutes to require each public school in Florida, including charter schools, to implement a mobile panic alert system that may be used by each school district which is capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responders (Chapter 2020-145).

In consultation with the Marjory Stoneman Douglas High School Public Safety Commission, the Florida Department of Law Enforcement (FDLE), and the Division of Emergency Management, the Department is charged with securing a contract through a competitive solicitation for a mobile panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies for public schools, including charter schools, by the beginning of the 2021-2022 school year. Such system, known as "Alyssa's Alert" must integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

3.3 DEFINITIONS

After the award, said Respondent will be referred to as the "Contractor". For the purpose of this document, the term "Respondent" means a potential Contractor acting on its own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Respondent's team. The term "Reply" means the complete response of the Respondent to the ITN, including properly completed forms and supporting documentation. The term "contract" refers to the agreement between the Department and the Contractor resulting from this ITN. "Best value" means the highest overall value to the state based on factors that include, but are not limited to, price, quality, design, and workmanship. A "responsive bid" is a Reply submitted by a responsive and responsible vendor which conforms in all material respects to the solicitation. However, for purposes of determining what is material, refer to **SECTION 1** of this ITN. Use of the terms "shall," "will," and "must," or the designation of items as "requirements," does not mandate that such items are material. The Department reserves the right to waive deviations, in its discretion, and resolve any issues in the negotiation phase. "Deliverable" means a tangible,

specific, quantifiable and measurable event or item that must be produced to complete a project or part of a project directly related to the scope of services.

3.4 CRITICAL EVENT DATES

These are tentative dates for critical events, and are subject to change.

EVENT	DATE
Invitation To Negotiate (ITN) Released	August 31, 2020
Deadline for receipt of Technical Questions (E-mailed <i>(preferred)</i> or Fax)	by 2:00 pm ET on September 15, 2020
Department Response to Technical Questions received by deadline (this date is on or about)	September 22, 2020
REPLIES ARE DUE (FAX & E-MAIL NOT ACCEPTABLE)	OCTOBER 6, 2020 @ 2:30 PM. ET
Technical Replies will be opened in Room 332 Turlington Building <i>ACCESS TO THE TURLINGTON BUILDING IS SUBJECT TO RESTRICTIONS. WHEN ACCESS TO THE BUILDING IS LIMITED, OPENINGS WILL BE CONDUCTED VIA CONFERENCE CALL. TOLL-FREE: 888-585-9008; PIN: 818-095-394</i>	October 6 @ 2:45 pm ET
Evaluation of Technical Replies (time and place)	October 8 – 15, 2020
Price Replies will be evaluated by the Bureau of Contracts, Grants and Procurement Management Services staff during the evaluation stage.	
The Negotiation Committee will start negotiations (this date is on or about)	October 26, 2020
The Agency Decision will be posted for 72 hours upon a final decision by the Commissioner of Education.	

SECTION 4 – SPECIAL INSTRUCTIONS

4.0 PRE-SOLICITATION CONFERENCE: A PRE-SOLICITATION CONFERENCE WILL NOT BE HELD.

4.1 SITE INSPECTION: A SITE INSPECTION WILL NOT BE HELD.

4.2 VISITOR'S PASS TO THE TURLINGTON BUILDING

Access to the Turlington Building is subject to restrictions. When access to the building is limited, the Department will only accept replies delivered by mail carrier service professionals only. Please contact the Department at (850) 245-5097 before you attempt to deliver a reply using any method other than a mail carrier service professional to verify that the delivery will be accepted. Each visitor to the Turlington Building is required to sign in and obtain a Visitor's Pass at the security desk in the main lobby. Please allow at least 15 minutes prior to Reply due time if hand-delivering the Reply to the Bureau of Contracts, Grants and Procurement Management Services.

4.3 REPLY QUESTIONS & ANSWERS

Any technical questions arising from this ITN should be forwarded, in writing, to the purchasing agent identified below. The Department's written response to written inquiries submitted timely by Respondents will be posted on the Florida Vendor Bid System (VBS) at www.dms.myflorida.com (click on View Solicitations under the Doing Business with the State link, then click on Search Advertisement; select the Department of Education in the Agency drop down window and initiate search), under this Reply number. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a Reply.

Only timely received written inquiries will be "officially" addressed by the Department.

WRITTEN QUESTIONS should be submitted to:

Bureau of Contracts, Grants and Procurement Management Services, ReGina Register, 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida 32399-0400, E-Mail Address (preferred): ReGina.Register@fldoe.org, or Fax Number: (850) 245-0719. See **SECTION 3.4 Critical Event Dates** for question due dates.

4.4 PROCUREMENT PROTESTS / NOTICE OF RIGHTS

Pursuant to F.S., Section 120.57(3) (b):

Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

Section 120.57(3) (a) provides:

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

Florida Administrative Code (F.A.C.) Rule 28-110.002(2) defines the term "decision or intended decision," and includes the solicitation terms (and any addenda), the award of the contract, and a rejection of all bids.

At the time of filing the Formal Written Protest the protestor must also file a Protest Bond payable to the Department in an amount equal to 1 percent of the estimated contract amount. F.S., Section 287.042(2) (c) and F.A.C. Rule 28-110.005 contain further terms relating to the Protest Bond, including how to determine the estimated contract amount. In lieu of a Protest Bond, the Department will accept cashier's checks, official bank checks or money orders. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

The Notice of Protest, Formal Written Protest, and Protest Bond shall be filed with the issuing office as defined in **SECTION 4.3** above.

4.5 ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a Respondent as a result of any oral discussions with a state employee. Only those communications which are in writing from the Bureau of Contracts, Grants and Procurement Management Services, will be considered as a duly authorized expression on behalf of the Department until negotiation is awarded.

Notices of changes (addenda) will be posted on the VBS, under this Reply number. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a Reply. All addenda should be acknowledged by the Respondent's signature and subsequent submission of addenda with Reply when so stated in the addenda.

4.6 MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Respondents may modify submitted replies at any time prior to the Reply due date. Requests for modification of a submitted Reply should be in writing and should be signed by an authorized representative of the Respondent. Upon receipt and acceptance of such a request, the entire Reply will be returned to the Respondent and not considered unless resubmitted by the due date and time. Respondents may also send a change in a sealed envelope to be opened at the same time as the Reply. The ITN number, opening date and time should appear on the envelope of the modified Reply.

Unless specifically requested by the Department, any amendments, revisions, or alterations to Replies will not be accepted after the closing for the receipt of Replies.

4.7 RESTRICTIONS ON COMMUNICATIONS WITH DEPARTMENT STAFF

Respondents should not communicate with any Department staff concerning this ITN except for the Department contact person identified in **SECTION 4.3 REPLY QUESTIONS & ANSWERS** of this ITN. Only those communications which are in writing from the Bureau of Contracts, Grants, and Procurement Management Services shall be considered as a duly authorized response on behalf of the Department. For violation of this provision, the Department reserves the right to reject a Respondent's Reply.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Reply.

4.8 CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

The Department takes its public records responsibilities as provided under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Respondent should clearly mark and identify in its Reply those portions which are confidential, trade secret or otherwise exempt. Respondent should also simultaneously provide the Department with a separate redacted copy of its Reply. This redacted copy should contain the Department's solicitation name, number, and the name of the Respondent on the cover, and should be clearly titled "Redacted Copy." The Redacted Copy should be provided to the Department at the same time Respondent submits its Reply to the solicitation and should only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. **The Respondent should also provide two (2) electronic copies (compact disc (CD), flash drive, etc.) of their Redacted Copy.**

Respondent shall be responsible for defending its determination that the redacted portions of its Reply are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Respondents determination that the redacted portions of its Reply are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Respondent fails to submit a Redacted Copy with its Reply, the Department is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records. Notwithstanding the foregoing, the Department reserves the right to disclose any materials as public records unless it determines, in its discretion, that an exemption to disclosure applies to the record.

4.9. POOR PERFORMANCE NOTICE

The Respondent should provide for both the Respondent and its employees, subcontractors, and subcontractor employees, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, any notice of breach, notice of default, termination notice, suspension notice, or any disciplinary action initiated or taken under any contract or job performance within the past seven (7) years. For each instance listed, provide a narrative summary of the contract's purpose and scope of work, the Respondent's performance, including the concerns of the project owner, and any major adverse findings. In addition, provide the contract or job number, the name of the owner, the term of the contract, the name, address, and telephone number of the owner's contract manager. Please also include any relevant documentation evidencing the performance issues.

The Department reserves the right to seek further information on this matter from the Respondent or to make inquiries with the project owner. The information obtained from this review may be reflected in the Respondent's score or used to declare the Respondent not a responsible vendor.

4.10. WITHDRAWAL OF A REPLY

A Respondent may withdraw a Reply by written notice to the Department on or before the deadline specified for the receipt of Replies in **SECTION 3.4 CRITICAL EVENT DATES** of this ITN. Such written notice is to be submitted to the Issuing Office at the address specified in **SECTION 4.3 REPLY QUESTIONS AND ANSWERS** of this ITN.

4.11. CONDITIONS TO THE REPLY

No conditions may be applied to any aspect of the ITN by the prospective Respondent. Any conditions placed on any aspect of the Reply documents by the prospective Respondent may result in the Reply being rejected as a conditional Reply. **DO NOT WRITE IN CHANGES ON ANY ITN SHEET.** The only recognized changes to the ITN prior to Reply opening will be a written addenda issued by the Department. The Respondent recognizes the Department's right to ignore the condition and treat the Reply as if no condition exists.

4.12. DISCLOSURE OF REPLY CONTENTS

All documentation produced as part of this solicitation shall become the exclusive property of the state and may not be removed by the Respondent or its agents. All Replies shall become the property of the state and shall not be returned to Respondent. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply shall not affect this right.

4.13. AWARD

As in the best interest of the state, the right is reserved to award based on **all or none, groups of services, or any combination** thereof, to a responsive, responsible Respondent. As in the best interest of the state, the right is reserved to reject any and/or all Replies or to waive any minor irregularity in replies received. In addition, the Department reserves the right, in its discretion, to correct deviations during the negotiation phase. Conditions which may cause rejection of Replies include, without limitation, evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required work, failure to perform, or meet financial obligations on previous contracts.

SECTION 5 – SPECIAL CONDITIONS

5.0 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

Foreign corporations and foreign limited partnerships should be authorized to do business in the state of Florida. Domestic corporations should be active and in good standing in the state of Florida. Such authorization and status should be obtained by the Reply due date and time, but in any case, must be obtained prior to contract execution. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6053

5.1 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA

If the services being provided require that individuals be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such licenses should be obtained by the Reply due date and time, but in any case, must be obtained prior to contract execution. For state licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-9501

5.2 IDENTICAL EVALUATION OF REPLIES

Whenever two (2) or more replies which are equal with respect to price, quality, and service are received, the Department will determine the order of award using the criteria established in 60A-1.011, F.A.C. The "Drug-Free Workplace Program Certification" can be found as Attachment F.

5.3 DISCLOSURE STATEMENT

The Disclosure Statement Form (Attachment G) should be signed and submitted with the Reply.

5.4 SUB-CONTRACTING

The Contract or any portion thereof shall not be sub-contracted, except as permitted herein, or with the prior written approval of the Department. No sub-contract shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract; and despite any such sub-contracting, the Department shall deal through the Contractor, which shall retain the legal responsibility for performing the Contractor obligations.

In the event any sub-contractors are approved by the Department, the Contractor should provide a list of subcontractors to the Department's contract manager upon execution of the Contract. The Contractor should report all subcontractors, including, but not limited to, certified minority, women and service-disabled veteran subcontracting activities using the attached Utilization Summary form, attached as Attachment E. The Contractor should provide a list of subcontractors to the Department's contract manager upon execution of the Contract. The Contractor should provide the Utilization Summary form with each invoice submitted for payment, regardless if funds have not been spent with a certified minority, women or service-disabled veteran subcontractor for the period covered by the invoice. Contact the Florida Department of Management Services (DMS), Office of Supplier Diversity, for assistance identifying qualified minority, women, and service-disabled veteran companies. The Office of Supplier Diversity can be reached at (850) 487-0915; the Internet Web address is http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

5.5 CONTRACTUAL OBLIGATIONS

The Department's Contract Standard Terms and Conditions are incorporated in this ITN as Attachment C and will govern the relationship between the Department and the Contractor. A Reply submitted by the successful Respondent(s) shall be incorporated into the final contract(s). The terms and conditions of this ITN shall control notwithstanding any statement to the contrary by the Respondent, unless such terms and conditions are modified by the Department during the negotiation phase.

5.6 METHOD OF PAYMENT

Compensation and payment will be made in accordance with the terms and conditions of the contract.

5.7 CONVICTED VENDOR LIST

A company placed on the Convicted Vendor List may not submit a Reply or be awarded a contract to provide any goods or services pursuant to Rule 60A-1.006 F.A.C. The "Convicted Vendor List" is published at http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list.

5.8 DIVERSITY IN CONTRACTING

The state of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The state of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the state of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub-contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

5.9 COSTS INCURRED IN RESPONDING

This ITN does not commit the Department or any other public agency to pay any costs incurred by the Respondent in the submission of a Reply or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

5.10 PROHIBITION OF GRATUITIES

By submission of a Reply, the Respondent certifies that no elected or appointed official or employee of the state of Florida has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the Department if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Respondent or its agents or employees.

5.12 INDEPENDENT PRICE DETERMINATION

A Respondent shall not collude, consult, communicate, or agree with any other Respondent regarding this procurement as to any matter relating to the Respondent's Reply.

5.13 PERFORMANCE BOND

The Contractor should supply to the Department a Performance Bond in the amount of 5% of the amount of the annual award. The surety should be in a form acceptable to the Department, such as a bond, cashier's check, certified check or money order. A Surety must be authorized to do business in the state of Florida. The Performance Bond should be executed and furnished to the Department within ten (10) calendar days prior to the Contractor beginning work under the contract. A performance bond is not required from Florida state universities.

5.14 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT

As stated in Chapter 287.057(17)(c) F.S.

A person who receives a contract that has not been procured pursuant to subsections (1) through (3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

5.15 INFORMATION TECHNOLOGY REQUIREMENTS

Respondents submitting Replies to this solicitation should provide electronic and information technology resources in complete compliance with the accessibility standards required by Section 282.601-282.606, F.S., and Rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.) 74-2.001 – 2.006, and fully comply with all information technology security policies.

Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall also fully comply with 60GG-2 Information Technology Standards.

5.16 SCRUTINIZED COMPANIES LISTS

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Replies of \$1 million or more should include the attached **Scrutinized Companies Lists** Form (Attachment H) to certify the respondent is not on either of those lists. The Form should be submitted with the Technical Reply.

5.17 SCRUTINIZED COMPANIES – TERMINATION

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

SECTION 6 – SCOPE OF SERVICES

6.0 SCOPE OF SERVICES

The Department is seeking a Contractor, or Contractors to provide a state-wide mobile panic alert system for all school districts and charter schools that is capable of connecting diverse emergency services technologies; providing real-time coordination between multiple first responder agencies; and can integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

Beginning with the 2021-22 school year, school staff at each participating public school, including charter schools, will be able to activate a mobile panic alert system, known as “Alyssa’s Alert,” that:

- Integrates a mobile panic alert system that may be used by each school district
- Connects diverse emergency services technologies
- Ensures real-time coordination between multiple first responder agencies
- Integrates with local public safety answering point infrastructure to transmit 911 calls and mobile activations
- Alerts appropriate Public Safety Answering Point (PSAP) for the jurisdiction of the location of the device
- Is customizable for each district, and charter school governing board to be able to adhere to local emergency codes, emergency naming conventions, update facility profiles, customize messaging, manage users and user access permissions
- Provides real-time activation of the appropriate 911 system and provides at a minimum the emergency information details, location of the device, and unique identifiers of the device
- Provides two-way communications
- Can be silenced by the user
- Adheres to the county’s text-to-911 service implementation plans as required by Florida Statutes s. 365.172 (15), F.S.
- Allows and supports districts to designate and manage user permissions and user groups for notification of a panic alert activation, including users at public safety agencies, as defined in s. 365.171, F.S.
- Provides districts administrative access to provide additional campus or facility information through the system
- Addresses all other requirements included within s. 365.171-179, F.S.– Emergency Communications Number “E911” and applicable State 911 administrative rules (60FF-6)
- Provides 24/7 level one tech support to state and local administrators
- Adheres to 99.999% uptime reliability/availability
- Ensures regular system updates are performed to include integration of 911 center updates as applicable
- Connects to both Wi-Fi and cellular
- Is compliant with all applicable privacy protection and information security state and federal laws

911 centers as well as state and local administrators must be notified prior to executing system tests.

Contractor(s) shall address system bugs and apply fixes in a reasonable timeframe.

School districts and charter school governing boards may implement additional strategies or systems to ensure real-time coordination between multiple first responders in a school security emergency.

DATA SECURITY

The Contractor agrees to protect and maintain the security of data by adhering to Florida Cyber Security Standards (Chapter 60GG-2, F.A.C.) to include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority. In situations where Contractor(s) will be

collecting and/or storing personally identifiable information (PII), protected health information (PHI), financial or other sensitive data, a Service Organization Control (SOC) 2 Type II report shall be made available upon request.

REQUIRED PROJECT PAPERWORK

Services to be provided by the Contractor(s) will be initiated and completed as directed by the Department's contract manager for each deliverable authorized under the resulting Contract.

DOCUMENTATION AND REPORTING

The Contractor(s) shall ensure the deadlines are met and proper documentation has been provided. An executive summary in an agreed-upon format detailing project status and current obstacles shall be provided to the Department's contract manager and designees. Bi-weekly status updates shall be provided in addition to other reports at the discretion of the Department's contract manager. Reports must be in an agreed-upon electronic format.

REQUIRED OUTCOME OF PROJECT:

The overall outcome of this Project is to implement a mobile panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies public schools, including charter schools, by the beginning of the 2021-2022 school year. Such system, known as "Alyssa's Alert" must integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations.

Preference may be given to a Contractor, or Contractors, with documented experience in successfully integrating mobile panic alert systems capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies.

ROLE OF THE CONTRACTOR:

The role of the Contractor is to provide a state-wide mobile panic alert system for all participating school districts and charter schools that is capable of connecting diverse emergency services technologies; providing real-time coordination between multiple first responder agencies; and integrating with local public safety answering point infrastructure to transmit 911 calls and mobile activations. The Contractor is responsible for providing all labor, material, equipment and services needed for the project as outlined in SECTION 6 of the ITN.

The Contractor is responsible for providing the Department with a full-time contact person approved by the Department's contract manager. The Contractor's contact person shall make the Department's contract manager aware of any issues as they arise, manage routine issues associated with assigned personnel, and provide reports as outlined in the contract or as requested by the Department's contract manager.

The Contractor must ensure all personnel performing services on public school property comply with the Jessica Lunsford Act including meeting level 2 screening requirements as described in s. 1012.32, F.S. Reference s. 1012.465, F.S.

The Contractor must ensure the protection and security of system data by adhering to Florida Cyber Security Standards (Chapter 60GG-2, F.A.C.) to include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority. In situations where Contractor(s) will be collecting and/or storing personally identifiable information (PII), protected health information (PHI), financial or other sensitive data, a Service Organization Control (SOC) 2 Type II report shall be made available upon request.

ROLE OF THE DEPARTMENT:

The role of the Department is to ensure services are provided in accordance with the contract; coordinate with the Contractor regarding performance issues as they arise; and review invoices prior to payment.

CRITERIA FOR FINAL COMPLETION OF PROJECT:

Provide a mobile panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies public schools, including charter schools.

6.1 DELIVERABLES

Description of Deliverables	Evidence of Completion
Develop a comprehensive annual plan that describes the required services to the Department to include: <ul style="list-style-type: none"> • Program requirements and enhancements • Schedule of all contract activities • Security requirements as approved by the Department, including a system security plan 	Provide the plan in an agreed upon format, that identifies the methods used to deliver the required services to the Department
Complete an evaluation of the following for school districts and charter school governing boards: <ul style="list-style-type: none"> • Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law • Identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law • Work with the Department to develop a phased project plan to ensure project completion by August 1, 2021. 	Provide the evaluation including the project plan in an agreed upon format, that identifies the phased plan with prioritizing districts and charter schools with the greatest need based on the findings of the evaluation.
Execute a mutually agreed upon service level agreement (SLA) between the Department and the Contractor outlining the Contractor's service availability, maintenance schedule, and 24/7 customer support services.	Provide a copy of the SLA that is mutually agreed upon and approved by the Department.
Implement the approved phased project plan to ensure project completion by August 1, 2021 that adheres to the requirements outlined in the scope of work.	Provide evidence that the system is operating correctly by performing and documenting system testing upon completion of work, including evidence that all equipment and technology is tested and fully functional and local administrator has verified that all participating sites within their area of responsibility are fully functional.
Provide online training and user guide(s) to end users and administrators on the use of the mobile panic alert system.	Provide evidence of training to the users (such as user guides, lesson plans, slide decks, and attendance rosters, or analytic data for online sessions viewed and finished.)

Description of Deliverables	Evidence of Completion
Scheduled system testing across devices on the system <ul style="list-style-type: none"> • After each product update/release and/or; • Quarterly 	Provide evidence that the system is operating correctly by performing and documenting system testing on a quarterly basis and/or after each new production update as mutually agreed upon by the Contractor and the Department. Provide a quarterly report of all system testing to the Department contract manager in a mutually agreed upon format.

6.2 FINANCIAL CONSEQUENCES

If the requirements are not timely and satisfactorily performed, the Contractor shall be subject to one or more of the financial consequences listed. The contract manager shall periodically review the progress made on the activities and deliverables. If the Contractor fails to meet and comply with the activities/deliverables established or to make appropriate progress and they are not resolved within two weeks of written notice; the contract manager may approve: (1) withholding of payment until the deficiency is cured, (2) request the contractor redo the work, or (3) a reduced payment by the per-day assessment agreed to by the parties prior to entering into the contract. The contract manager must assess one or more of the financial consequences based on the severity of the failure to perform and the impact of such failure on the ability of the contract to meet the timely and desired results. These financial consequences shall not be considered penalties. The Department; at its sole discretion, may offer the Contractor an extension for any listed tasks, timelines, or deliverables during which the indicated financial consequences shall not apply. Notification of any extension shall be provided to the Contractor in writing. If financial consequences are imposed and due; the Department may offset the financial consequences from the next invoice or from the final retained payment, or require separate payment. Any payment made in reliance on the Contractor's evidence of performance; which evidence is subsequently determined to be erroneous, will be immediately due as an over payment.

SECTION 7 – SPECIAL INSTRUCTIONS – REPLY FORMAT & CONTENT

7.0 REPLY SUBMISSION

By submitting a Reply, the Respondent represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

Both Technical and Price Reply should be submitted as specified in **SECTION 3.4 CRITICAL EVENT DATES**.

All Replies and associated forms should be signed and dated by a duly authorized representative of the Respondent. The overall Replies should be written in a concise manner, which is conducive to effective evaluation.

Each Respondent should fully acquaint itself with the conditions relating to the performance of services under the conditions of this ITN.

All Replies and related documents submitted in response to this ITN shall become the property of the state.

7.1 MAIL OR DELIVER REPLIES TO: (Do Not Fax or E-Mail)

Access to the Turlington Building is subject to restrictions. When access to the building is limited, the Department will only accept replies delivered by mail carrier service professionals only. Please contact the Department at (850) 245-5097 before you attempt to deliver a reply using any method other than a mail carrier service professional to verify that the delivery will be accepted.

Florida Department of Education
Bureau of Contracts, Grants and Procurement Management Services
Attn: ReGina Register
325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400

7.2 REPLY FORMAT INSTRUCTIONS

This section contains instructions that describe the expected format for the Reply. All Replies submitted should contain two parts and be marked as follows:

PART I TECHNICAL REPLY NUMBER ITN 2021-31
COMPANY NAME
CONTACT PERSON NAME AND PHONE
(One Separately Sealed Package for Technical)

PART II PRICE REPLY NUMBER ITN 2021-31
COMPANY NAME
CONTACT PERSON NAME AND PHONE
(One Separately Sealed Package for Prices)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.

7.2.1 Preliminary Administrative Review

The absence of any of these documents may result in a determination that the Reply is non-responsive and the Reply not be evaluated. The Reply forms furnished should be used when submitting the Reply. Forms should be filled out in ink or typewritten. **Administrative Review information should be included at the beginning of the Technical Reply portion (Part I) of the Reply and consist of the following:**

- **All Addenda**
- **Reference Form** (Attachment D) – Provide at least three (3) references, which demonstrate efforts comparable to the one described in this ITN. The Department reserves the right to contact the references regarding the services provided. Any information provided will be subject to the requirements of the Florida Public Records Law.
- **Disclosure Statement Form** (Attachment G)
- **Scrutinized Companies Form** (Attachment H)
- **Transmittal Letter** – Provide a Transmittal Letter (on Company Letterhead) that contains the following:
 - a statement confirming that the person signing the Reply is authorized to represent the Respondent and bind the Respondent relative to all matters contained in the Respondent's Reply
 - the company's federal tax identification number
 - the company's DUNS number
 - a statement confirming that the Respondent has read, understands, and agrees to comply with all provisions of this ITN, unless changed during the negotiation process. By submitting a Reply, the Respondent agrees to the terms and conditions of the ITN notwithstanding any statement in the Reply to the contrary. However, the Department will attempt to resolve any disagreements in the negotiation sessions.

- a statement confirming that the Respondent is authorized to conduct business in Florida in accordance with the provisions of Chapter 607, F.S. In lieu of such statement, the Respondent alternatively should confirm that authorization to do business in Florida will be secured prior to contract execution.
- a statement confirming that the Respondent is registered on the MyFloridaMarketPlace website in accordance with the provisions by the state of Florida. In lieu of such statement, the Respondent should alternatively confirm that registration authorization will be completed prior to contract execution.
- a statement confirming that the Respondent has electronically registered a valid W-9 with the Department of Financial Services (DFS). DFS is ready to assist any vendors with questions, and vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com>. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions. In lieu of such statement, the Respondent should alternatively confirm that registration will be completed prior to contract execution.

7.2.2 Technical Reply (Part I)

(Do not include price information in Part I)

The Respondent should submit one (1) original, one (1) hard copy and two (2) copies in electronic format (compact disc (CD), flash drive, etc.) in Microsoft Word 10.0 or higher, or Adobe Acrobat (electronic file size should not exceed 12 MB) of the Reply which is to be divided into the sections described below. **SECTION 7.2.1 PRELIMINARY ADMINISTRATIVE REVIEW** documents should be included at the beginning of the Technical Reply portion of the Reply. The Technical Reply should be submitted in a separate sealed package marked "TECHNICAL REPLY FOR ITN 2021-31".

1. EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary to be written in non-technical language to summarize the Respondent's overall capabilities and approaches for accomplishing the services specified herein. The Respondent is encouraged to limit the summary to no more than three (3) pages.

2. RESPONDENT'S QUALIFICATIONS AND EXPERIENCE

The Respondent should provide at least three (3) references (Attachment D), which demonstrate efforts comparable to the one described in this ITN. The Department reserves the right to contact the references regarding the services provided. Any information provided will be subject to the requirements of the Florida Public Records Law. Respondents should also include details regarding all prior relevant experience they have concerning the scope of work described herein, including providing similar deliverables and products which will be part of the Contract work. The Respondent should provide a description of its qualifications and prior experience performing tasks similar to those required in this ITN. The Plan should include a description of the Respondent's background and relevant experience that qualifies it to provide the products and services required by this ITN.

3. RESPONDENT'S TECHNICAL PLAN

Technical Approach

The Respondent should provide a technical plan which explains technical approach and program implementation requirements. The Respondent should explain the approach, capabilities, means to be used in accomplishing the tasks outlined in SECTION 6 of the ITN, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed. The Respondent should also provide the estimated deliverable completion dates on the Deliverable Due Dates Form (Attachment A) and submit it to the

Department as part of the Technical Reply. However, until the Respondent's proposed due dates are accepted by the Department, any due dates listed by the Department control.

Training Materials and Interpretive Products:

The Respondent shall provide a plan for providing training and user guides for end users and administrators. The training may be provided on-demand/and or live either virtually or face-to-face. The purpose of these trainings will be to train state and district administrators on the procedures for configuring/administering the tool and end users on the use of the alert system. The format will be specified by the Contractor with the Department approval.

Capabilities

The Respondent should provide a description of their system's capabilities of connecting diverse emergency services technologies and ensuring real-time coordination between multiple first responder agencies including its availability plan based on the availability requirement as outlined in SECTION 6 of the ITN.

4. RESPONDENT'S MANAGEMENT PLAN

The Respondent should provide a management plan which describes administration, management and key personnel.

a. Administration and Management

The Respondent should include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability and to maintain schedules; as well as the means of coordination and communication between the organization and the Department.

b. Identification of Key Personnel

The Respondent should provide the names of key personnel on the Respondent's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task(s) to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated. Respondent may not voluntarily change key personnel without the Department's prior approval, and the Department will have to also approve the replacement personnel.

7.2.3 Price Reply (Part II)

The Respondent should submit **one (1) original, one (1) hard copy and two (2) electronic format (compact disc (CD), flash drive, etc.) copies in Microsoft Excel 5.0 or higher.** The Respondent's price information should be submitted on the form provided in this ITN. Payment for services will be made based on the deliverables and dates specified in the resulting contract. The **Price Reply should be submitted in a separate sealed package marked "PRICE REPLY FOR ITN 2021-31 ".**

7.2.4 Presenting the Reply

The Reply should be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Type size should not be less than a 12 point font. The Reply should contain a table of contents, be typed single-spaced and have separate parts, each clearly labeled including page numbers. The information to be contained in each part is described in the above sections. Bindings and covers will be at the Respondent's discretion; however, **elaborate notebooks/hard back binders are discouraged.**

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

All Respondent materials should be packaged so that each box of materials shipped to the Department **does not exceed 25 pounds.**

SECTION 8 – OPENING, EVALUATION AND AWARD

8.0 REPLY OPENING

Access to the Turlington Building is subject to restrictions. When access to the building is limited, the Department will only accept replies delivered by mail carrier service professionals only. Please contact the Department at (850) 245-5097 before you attempt to deliver a reply using any method other than a mail carrier service professional to verify that the delivery will be accepted.

TECHNICAL REPLIES WILL BE OPENED BY THE DEPARTMENT'S BUREAU OF CONTRACTS, GRANTS AND PROCUREMENT MANAGEMENT SERVICES PERSONNEL AT 325 WEST GAINES STREET, 332 TURLINGTON BUILDING, TALLAHASSEE, FLORIDA, AS SPECIFIED IN SECTION 3.4 CRITICAL EVENT DATES.

PRICE REPLIES (which have corresponding responsive Technical Reply) WILL BE OPENED AS SPECIFIED IN SECTION 3.4 CRITICAL EVENT DATES at 325 WEST GAINES STREET, 332 TURLINGTON BUILDING, TALLAHASSEE, FLORIDA.

8.1 REPLY EVALUATION AND NEGOTIATION PROCESS

Using the evaluation criteria specified below, in accordance with Section 287.057, F.S., the Department will evaluate and rank responsive Replies and, at the Department's sole discretion, may proceed to negotiate with one or more Respondent(s) selected. Technical Replies will be evaluated and scored by an Evaluation Committee selected by the Department. The Evaluation Committee will assign points, utilizing the technical evaluation criteria identified herein. Price Replies will be evaluated and scored by the Procurement Office who will complete tabulate scores and complete a technical summary.

8.1.1 Seeking Clarification

The Department reserves the right to seek clarification on any Reply as needed. Clarification sought will be evaluated by the committee based on the criteria established in **SECTION 8.1.2** above. During this stage Respondents will be asked to provide any clarifications needed by the Committee to assist in evaluating their Reply. Information received in this stage will be added to the Respondent's Reply and evaluated as a part of the appropriate Section below.

8.1.2 Criteria for Evaluation

The responsive Replies will be evaluated and ranked on a scale of [1 to 100] using the following criteria. The Department anticipates awarding the Contract (if any award is made) after negotiations to the responsible and responsive vendor determined to provide the best value to the state.

The following point system is established for scoring Replies.

The following criteria will be used to evaluate and rank Replies.

A) Executive Summary	N/A
B) Qualifications and Experience	20 points
C) Technical Plan	30 points
D) Management Plan	<u>20 points</u>
Total	70 points

E) Price
Total

30 points
30 points

Price analysis is conducted through the comparison of Price Replies submitted. The maximum points will be awarded to the lowest acceptable Price Reply. Replies with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest Price Reply to the higher Price Reply. The fractional value of points to be assigned will be rounded to one decimal place. The criteria for price evaluation shall be based upon the following formula:

$$\text{(Low Price/Respondent's Price)} \times \text{Price Points} = \text{Respondent's Awarded Points}$$

The total maximum number of points that can be earned in the evaluation process is 100 points.

8.1.3 Criteria for Negotiations

At the Department's sole discretion, the Department may enter negotiations with one or more selected Respondent(s), which will be conducted as follows:

- A. Selected Respondent(s) will be invited to commence contract negotiations. If necessary, the Department will request revisions to the approach submitted by the selected Respondent(s) until it is satisfied that the contract will serve the Department's needs. The process may continue until a contract is negotiated and executed. The Department may in its sole discretion, award and enter into contracts with more than one Contractor, if in the best interest of the state.
- B. The Department reserves the right to negotiate with all responsive and responsible Respondents, serially or concurrently, to determine the best-suited solution. The ranking of Replies indicates the perceived overall benefits of the proposed solution, but the Department retains the discretion to negotiate with other qualified Respondents as deemed appropriate.
- C. Before award, the Department reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Respondents may be requested to make a presentation, provide additional references, provide the opportunity for site visits, etc. The Department reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations shall include a list of attendees, a copy of the agenda, and copies of any visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.
- D. The focus of the negotiations will be on achieving the solution that provides the best value to the state.
- E. In submitting a Reply Respondent agrees to be bound to the terms of this ITN. However, the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it is in the state's best interest to do so.
- F. The Department reserves the right to reject any and all Replies, if the Department determines such action is in the best interest of the state or the Department. The Department reserves the right to negotiate concurrently or separately with competing Respondents. The Department reserves the right to accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the entities offering such portions. The Department reserves the right to waive minor irregularities in Replies.

8.2 POSTING OF AGENCY DECISION

The Agency's Decision will be posted in the Department's Bureau of Contracts, Grants and Procurement Management Services, 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida and on the VBS and will remain posted for a period of seventy-two (72) hours. (See **SECTION 3.4 CRITICAL EVENT DATES.**)

8.2.1 Protest of Intended Decision

Any Respondent who is adversely affected by the Department's recommended award or intended decision must file a written "Intent to Protest" with the Department at the address of posting. See **SECTION 4.4 PROCUREMENT PROTESTS/NOTICE OF RIGHTS** for protest information.

8.2.2 Inability to Post

If the Department is unable to post as defined above, the Department will post a public notice on the VBS. The Department will provide written notification of any future posting in a timely manner.

8.3 AWARD OF THE CONTRACT

After negotiations are conducted, the Commissioner of Education may, at his or her discretion, make an award to the responsible and responsive vendor which the Commissioner determines to provide the best value to the state. Services will be authorized to begin when the Contractor receives a fully executed contract from the Department. Once awarded, the Department will provide notice of the award to the Contractor.

* * * *

ATTACHMENT A

DELIVERABLE DUE DATE FORM

Based on the Scope of Work being proposed, provide an estimate deliverable date for each Deliverable.

ESTIMATED DELIVERABLE COMPLETION DATE						
DELIVERABLE	ORIGINAL CONTRACT TERM			CONTRACT RENEWALS		
	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3
<p>Develop a comprehensive annual plan that describes the required services to the Department to include:</p> <ul style="list-style-type: none"> • Program requirements and enhancements; • Schedule of all contract activities; and • Security requirements as approved by the Department, including a system security plan. <p>Complete an evaluation of the following for school districts and charter school governing boards:</p> <ul style="list-style-type: none"> • Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law; • Identify current gaps in infrastructure and technology at public school sites that need to be resolved to meet the requirements for this project as specified under state law; and • Work with the Department to develop a phased project plan to ensure project completion by August 1, 2021. <p>Implement the approved phased project plan, which adheres to the requirements outlined in the scope of work, to ensure project completion by August 1, 2021</p> <p>Provide online training and user guide(s) to end users and administrators on the use of the mobile panic alert system.</p>						

Scheduled system testing across devices on the system									
<ul style="list-style-type: none">• After each product update/release and/or;• Quarterly. (to be added by Respondent as needed)									

Attachment B

RESPONDENT'S PRICE REPLY

We propose to provide the services being solicited within the specifications of ITN 2021-31. All work shall be performed in accordance with this ITN, which has been reviewed and understood. The below prices are all inclusive. Payment for services will be made based on the deliverables and dates specified in contract. There shall be no additional costs charged for work performed under this ITN.

ORIGINAL CONTRACT TERM YEAR #1	\$	_____
ORIGINAL CONTRACT TERM YEAR #2	\$	_____
ORIGINAL CONTRACT TERM YEAR #3	\$	_____
ORIGINAL CONTRACT YEAR 1-3 TOTAL	\$	_____
RENEWAL YEAR #1	\$	_____
RENEWAL YEAR #2	\$	_____
RENEWAL YEAR #3	\$	_____
RENEWAL YEAR 1-3 TOTAL	\$	_____
GRAND TOTAL		\$ _____ *

***POINTS AWARDED WILL BE BASED ON THIS PRICE**

Deliverable prices on the Supplemental tab should equal the above amounts.

SIGN BELOW. UNSIGNED OFFERS MAY NOT BE CONSIDERED.

VENDOR NAME: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

AUTHORIZED AGENT (typed): _____

AUTHORIZED AGENT (manual): _____

DATE: _____ TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

Respondents should complete the pricing per deliverable based on the Scope of Work, established deliverables, evidence of completion and deliverable due date(s) as specified in the ITN. The deliverable pricing information contained in this supplement will not be used for evaluation purposes, but may be used for future contract amendments and negotiations. In addition, non-pricing deliverable information included in the Technical Reply may be used in the evaluation of the Reply.

ORIGINAL CONTRACT TERM (YEAR 1 - 3)		
DELIVERABLE		PRICE
Provide a comprehensive annual plan that describes the required services to the Department to include:		
<ul style="list-style-type: none"> • Program requirements and enhancements • Schedule of all contract activities • Security requirements as approved by the Department, including a system security plan 	\$	
Complete an evaluation of the following for school districts and charter school governing boards:		
<ul style="list-style-type: none"> • Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law • Identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law • Work with the Department to develop a phased project plan to ensure project completion by August 1, 2021. 	\$	
Implement the approved phased project plan to ensure project completion by August 1, 2021 that adheres to the requirements outlined in the scope of work.	\$	
Provide online training and user guide(s) to end users and administrators on the use of the mobile panic alert system.	\$	
Scheduled system testing across devices on the system		
<ul style="list-style-type: none"> • After each product update/release and/or; • Quarterly 	\$	
(to be added by Respondent as needed)	\$	
	\$	
	\$	
	\$	
TOTAL ORIGINAL CONTRACT TERM	\$	

ATTACHMENT C

STANDARD TERMS AND CONDITIONS

- I. Pursuant to S. 287.058(1), Florida Statutes ("F.S.):
- A. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
 - B. Travel expenses will be reimbursed only if expressly authorized by the terms of the Contract. Bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.
 - C. The Department may unilaterally cancel this Contract if the Contractor refuses to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by s. 119.071, F.S., or by other provisions of general or special law.
 - D. The Deliverables specified in the Contract must be received and accepted in writing by the Department's Contract Manager before Contractor is entitled to payment.
 - E. To complete this Contract, all services must be performed and/or goods received on or before the date(s) specified in the Contract.
 - F. If this Contract is expressly renewable, it may be renewed for a period that may not exceed three years or the term of the original contract, whichever is longer. The renewal price for the contracted service is set forth in the bid, proposal, reply. Cost for renewal shall not be changed. Renewals shall be contingent on satisfactory performance evaluations by the Department and subject to the availability of funds. Exceptional purchase contracts pursuant to s. 287.057(3)(a) and (c), F.S., may not be renewed.
- II. In fulfilling its obligations under this Contract and Chapter 119, F.S., Contractor must comply with the requirements outlined in s. 119.0701, F.S. If Contractor fails to comply with a public records request pursuant to Chapter 119, F.S., the Department may take any action under this Contract necessary to ensure compliance with Florida's public records laws, including, but not limited to, demanding compliance with a public records request, seeking indemnification from Contractor regarding an action brought to enforce a public records request sent to Contractor, or terminating the Contract. Pursuant to s. 119.0701, F.S., Contractor must:
- A. Keep and maintain public records required by the Department to perform the service;
 - B. Upon request from the Department's custodian of public records, provide the Department 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 for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and
 - D. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-245-0735 & contractcustodian@fldoe.org, Florida Department of Education, Attn: Contract Custodian 325 W. Gaines Street, Suite 344, Tallahassee, FL 32399-0400.**
- III. The Contractor shall prepare an invoice for the amount due and mail it to the Department of Education Comptroller after having delivered the products and services required under this Contract to the Contract Manager. The invoice shall set forth details sufficient for a proper pre-audit and post-audit including, where applicable, the products and services delivered and completion dates. Upon receipt of the invoice, the Department of Education Comptroller will request confirmation from the Contract Manager that the delivered products and services are satisfactory and payment is due. If for any reason they are not satisfactory, payment will be withheld until the unsatisfactory condition or conditions are corrected. Upon receipt of the Contract Manager's approval, the Department of Education Comptroller shall process each invoice in accordance with the provisions of s. 215.422, F.S.
- A. Contractor agrees to submit invoice within thirty (30) days of the Department's acceptance of deliverables. It is understood that should Contractor fail to submit invoice within thirty (30) days following the Department's acceptance of the deliverables, the Department shall not be responsible for payment thereof under this contract or quantum meruit.
- IV. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Department's Fiscal s. at 850/245-0401 or Purchasing Office at 850/245-0483. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .02740 percent. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an

advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at 866/352-3776 or by calling the Chief Financial Officer's Hotline, 800/342-2762.

- V. As used in this Contract, the term "Deliverable" refers to tangible "commodities", as defined in s. 287.012(5), F.S., which the Contractor provides pursuant to the Contract and to reports or other tangible or documentary evidence which demonstrate that the Contractor has performed the services required by the Contract. The following provisions govern Deliverables, as applicable:
- A. Each Deliverable must be physically delivered to the Department's Contract Manager, or to a person designated by the Contract Manager. If delivery is made to a designee, the Contractor shall give written notice to the Contract Manager of the delivery. A Deliverable is not received until the Contract Manager has physical control of deliveries or has written notice that the designee has physical control.
 - B. In each case in which the approval of a Deliverable is dependent upon tests being conducted by the Department or Contractor, independently or jointly, the Department's inspection and approval of the Deliverable shall not be subject to the five (5) day provision in s. 215.422, F.S., but shall be governed by the terms and conditions of the acceptance testing plan as stated in Attachment A, until approved in accordance with the plan.
 - C. In each case of a Deliverable of information technology, as defined at s. 287.012(14), F.S., unless specified otherwise in Attachment A, the acceptance testing plan is deemed to include as a minimum the reliable performance of the information technology in accordance with its design specifications in:
 - 1. a test environment that simulates the production environment as much as is reasonably possible; and
 - 2. the production environment for which it is intended for a period of time sufficient for the information technology to have experienced the major foreseeable exigencies of the production functions.
 - D. The Department's inspection, including testing when applicable, shall determine whether or not the Deliverables appear to be in compliance with the Contract. The Contractor shall be notified in writing of any apparent deficiency. The written notice shall detail the specific action required by the Contractor to correct the deficiency. The Contractor shall timely correct such deficiency and resubmit the deliverable for acceptance.
- VI. The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of s. 68.082, F.S., pertaining to false claims against the State, and/or s. 837.06, F.S., pertaining to false official statements.
- VII. This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. The Department's and State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
- VIII. Notwithstanding anything to the contrary contained in a State Term Contract, Contractor warrants that all commodities, as defined in s. 287.012, F.S., shall meet the specifications of the Contract and shall be merchantable and fit for the particular purposes intended by the Contract.
- IX. The Contractor further warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable, and the Department's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:
- A. As to each work of software or other "information technology", as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable;
 - B. As to each image and sound recording incorporated into a Deliverable, the Contractor has acquired the necessary rights, releases, and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.
- X. The Contractor further warrants that the Contractor shall not disclose to any third party, without the express, prior, written approval of the Department, any personally identifiable information about any student. This applies to information which came from any record or report of a Florida public education institution or from any education record which is subject to the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g. The terms "record or report" and "student" shall have the meanings prescribed in s. 1002.22(2)(c) and (d), F.S. The term "educational record" shall have the meaning prescribed in 20 U.S.C. Section 1232g(a)(4).
- XI. In the event that the Governor and Cabinet are required to impose a mandatory reserve on appropriations, the Department shall amend this Contract to place in reserve the amount determined by the Department of Education to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the Deliverable products and services as may be necessary.
- XII. Intellectual property is subject to following additional provisions:
- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
 - B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf the State of Florida.
 - C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
 - D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
 - E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 - 1. The written source code;
 - 2. The source code files;
 - 3. The executable code;
 - 4. The executable code files;
 - 5. The data dictionary;
 - 6. The data flow diagram;
 - 7. The work flow diagram;

8. The entity relationship diagram; and
9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.
- XIII. The Department reserves the right, at its option, to issue a change order to delete work tasks reducing the total Contract amount by up to 10%. An addition of work tasks within the scope of the Contract, an increase in the total Contract amount, or a decrease of more than 10% of the total Contract amount, shall be implemented only by a Contract amendment signed by both the Department and the Contractor.
- XIV. Pursuant to s. 216.347, F.S., no funds awarded under this Contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
- XV. The Contractor understands that s. 20.055, F.S., requires every contractor and subcontractor to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing; and the Contractor shall comply with this requirement. The Contractor shall grant access to all records pertaining to the Contract to the Department's Inspector General, General Counsel and other agency representatives, the State Auditor General, the Office of Program Policy and Government Accountability, and the Chief Financial Officer.
- XVI. The Contractor agrees to permit onsite visits by designated Department employees or agents to conduct audits to ensure compliance with Section 20.055, Florida Statutes. These audits may require Department access to records and data, computers and communications devices, and other materials whether owned or operated by the Contractor. Access may include, but is not limited to, user level and/or system level access to any computing or communications device; access to information (electronic, hardcopy, etc) that may be produced, transmitted or stored on the Contractor's equipment or premises; access to work areas; and access to interactively monitor and log traffic on the Contractor's networks.
- XVII. The Contractor must carry general liability insurance, which shall include errors and omissions coverage. The amount of coverage shall be a minimum of \$1,000,000 or the aggregate total of all contractual agreements between the Contractor and the agencies and political subdivisions of the State of Florida, whichever is greater. The Contractor shall add the Department as an additional insured on the general liability coverage. The insurance shall cover all of the Contractor's operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance otherwise required by this Contract or that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage, and shall maintain and pay for same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Department prior to the time the Contract is entered. Any and all insurance policies shall be through insurers qualified to do business in Florida.
- XVIII. The Contractor agrees to provide the Department upon execution of this Contract with a performance bond or other security deposited with the Department in the total amount of the Contract or another amount if specified in the procurement specifications or Attachment A, guaranteeing that the Contractor will perform all work according to this Contract, within the time and price specified in the Contract. A performance bond shall be issued from a surety company, qualified to do business in Florida.
- XIX. The Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of the Department.
- XX. In all cases in which the Contractor, with the advance written consent of the Department, assigns or subcontracts, all or any portion of the Contract:
- A. The Contractor shall monitor the subcontractor or assignee and establish controls to avoid or mitigate risks identified by the Department or the Contractor; and
- B. The Contractor shall allow the Department to monitor subcontractor or assignee activity and compliance, and the Contractor shall require the subcontractor or assignee to promptly submit to the Department, at the Department's request, complete and accurate documentation pertaining to the subcontract or the Contract.
- XXI. The Contractor shall coordinate with and assist the Department's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
- A. Monitoring the activities of the Contractor;
- B. Receiving and reviewing the reports of the Contractor to determine whether the objectives of the Contract are being accomplished;
- C. Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate;
- D. Evaluating the process used by the Contractor to monitor the activities of any subcontractor or assignee; and
- E. Accessing, directly, the subcontractors and assignees, as the Contract Manager deems necessary.
- XXII. This Contract may not be modified unless in writing signed by the Department and the Contractor.
- XXIII. The Department and the Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
- XXIV. The Department and the Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
- XXV. This Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
- XXVI. Failure of the Department to declare any default immediately upon the occurrence or knowledge thereof, or delay in taking any action in connection therewith, does not waive such default. The Department shall have the right to declare any such default at any time and take such action as might be lawful or authorized under the Contract, at law, or in equity. No Department waiver of any term, provision, condition or covenant of the Contract shall be deemed to imply or constitute a further Department waiver of any other term, provision, condition or covenant of the Contract, and no payment by the Department shall be deemed a waiver of any default under the Contract.
- XXVII. Time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from the untimely performance thereof) shall constitute a material breach.
- XXVIII. The Contractor shall indemnify and hold harmless the Department, its attorneys, agents and employees, from and against any and all third party claims, suits, debts, damages, and causes of action, whatsoever, whether arising in law or in equity, arising out of or relating to Contractor performance or failure to perform under this Contract. The indemnification shall include reasonable attorney fees and costs incurred by the Department, its attorneys, agents and employees, in the defense of any such claim, suits or causes of action, as aforesaid.
- XXIX. This Contract may be cancelled by written agreement of the Department and the Contractor specifically referencing this Contract. Such agreement shall specify the remaining measures necessary to be taken by each party.
- XXX. The Department reserves the right to cancel this contract without cause by giving the Contractor thirty (30) days written notice.

- XXXI. Should Contractor fail to perform to Contract terms and conditions, Contractor shall be notified in writing, stating the nature of the failure to perform and providing a time certain (which shall be not less than ten (10) days following receipt of such notice) for correcting the failure. Such failure to perform shall otherwise be dealt within accordance with Rule 60A-1.006, F.A.C.
- XXXII. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- XXXIII. The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to State of Florida Executive Order No. 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.
- XXXIV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. The Department may cancel this contract if an attached explanation is not acceptable to the Department or the Federal government.
- XXXV. MyFloridaMarketPlace
- A. MyFloridaMarketplace Vendor Registration
Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.031, Florida Administrative Code, unless exempt under Rule 60A-1.031(3) Florida Administrative Code.
 - B. MyFloridaMarketplace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(22), Florida Statutes, all payments for commodities and/or contractual services as defined in Section 287.012, Florida Statutes, shall be assessed a Transaction Fee which the Vendor shall pay to the State, unless exempt under Rule 60A-1.031, Florida Administrative Code. Notwithstanding the provisions of Rule 60A-1.031, et seq., the assessment of a transaction fee shall be contingent upon Federal approval of the transaction fee assessment program and continued payment of applicable federal matching funds.
For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
The Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the agreement.
Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- XXXVI. The Contractor shall comply with all applicable Federal, State and County laws, ordinances, rules, and regulations applicable to the Contractor and applicable to its performance under this Contract.
- XXXVII. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall comply with Florida Administrative Code (F.A.C.) 74-2, and fully comply with all information technology security policies. Contractors, providers, and partners employed by the Department or acting on behalf of the Department shall also fully comply with 60GG-2 Information Technology Standards.
- XXXVIII. If this Contract is for goods or services over \$1,000,000, this Contract may be terminated at the option of the Department if the Contractor is found to have submitted a false certification as provided under subsection 287.135(5), F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.
- XXXIX. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one contract, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be a signature too and may be appended to any other counterpart.

ATTACHMENT D

REFERENCES

PROPOSER NAME _____

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR A MINIMUM OF THREE (3) BUSINESSES WHERE SERVICES OF SIMILAR SIZE AND SCOPE HAVE BEEN COMPLETED

BUSINESS NAME:	
ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	
DATE AND DESCRIPTION OF SERVICES:	
BUSINESS NAME:	
ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	
DATE AND DESCRIPTION OF SERVICES:	
BUSINESS NAME:	
ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	
DATE AND DESCRIPTION OF SERVICES:	

ATTACHMENT E
STATE OF FLORIDA DEPARTMENT OF EDUCATION
MINORITY SUB CONTRACTORS UTILIZATION SUMMARY

The Department's Supplier Diversity initiative strives to ensure the promise of Florida's future is shared by all of its residents, regardless of race, ethnicity, disability, neighborhood or background. To that end, the Department is dedicated to support, track and increase its small, minority-, women-, and service-disabled veteran business enterprise spending with prime contractors and subcontractors. This form was developed to assist in these efforts.

The Prime Contractor shall report all small, minority-, women-, and service-disabled veteran business enterprise Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the form below. The Prime Contractor shall submit this form with each invoice submitted for payment, whether or not funds have been spent with a small, minority-, women-, and service-disabled veteran business enterprise subcontractor for the period covered by the invoice. The Office of Supplier Diversity, Florida Department of Management Services will assist in furnishing names of qualified minorities. The Office of Supplier Diversity can be reached at (850) 487-0915; the Internet Web address is http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd.

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

CONTRACT TITLE: _____

MBE CONTRACTORS Full Name, Address, Telephone Number	State Certified	Non-Certified	Non-Profit	Dollar Amount

Total Amount
\$ _____

Certified True and Correct by:

Submit Report to:

Prime Contractor

Ms. ReGina Register
Bureau of Contracts, Grants and
Procurement Management Services
325 West Gaines Street
332 Turlington Bldg
Tallahassee, FL 32399-0400

Title

Date

For additional information, you may call Ms. Register at (850) 245-9173, or e-mail regina.register@fldoe.org.

ATTACHMENT F
DRUG-FREE WORKPLACE

(will be considered in case of identical tie Proposals)

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

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

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

Vendor's Signature

ATTACHMENT G
DISCLOSURE STATEMENT

PARTNERSHIP OR INDIVIDUAL

I hereby certify that I, if an individual, or each of us, if a partnership, doing business as _____,
(Name of Individual or Partnership)

(am)(is) not now involved in nor have I ever engaged in any private business venture or enterprise, directly or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director, or Bureau Chief within the Florida Department of Education.

I further certify that neither I, nor any partner, if a partnership, nor anyone acting in my or our behalf has requested that any of the above designated persons or any other employee of the Florida Department of Education exert any influence to secure the appointment of _____ under this proposed agreement.
(Name of Individual or Partnership)

(1) _____
Signature

Signature

Signature

(1) If partnership, each partner must sign and execute.

COMPANY OR CORPORATION

I hereby certify that neither I nor any owner, officer, director, or shareholder of _____, a
(Name of Corporation/Company)

_____ (1) corporation, licensed to do business in Florida, is presently involved in or has been
(Name of State of Inc.)

engaged in any private business venture or enterprise, directly, or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director, or Bureau Chief within the Florida Department of Education.

I further certify that neither I nor any owner, officer, director, or shareholder of this corporation or anyone acting on behalf of this corporation or any of its owners, officers, directors, or shareholders has requested that any of the above designated persons or any other employee of the Florida Department of Education exert any influence to secure the appointment of _____ under this proposed agreement.

(Company) (Corporation)

(2) _____
Signature

Title

(1) If company is not incorporated, insert "not incorporated" in this space.

(2) If incorporated, this statement is to be executed by same person who will execute contract, if awarded.

ATTACHMENT H
VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

Proposing Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Proposer, I hereby certify that the company identified above in the section entitled "Proposing Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company
Authorized Signature Print Name and Title: _____

From: [Mary Ford](#)
To: [Register, Regina](#)
Cc: sales@centegix.com; [Steve Gambill](#)
Subject: Re: ITN 2021-31 State-Wide Mobile Panic Alert System - Best and Final Offer (BAFO) Request
Date: Wednesday, February 10, 2021 11:44:15 AM
Attachments: [image001.png](#)

Hello ReGina -

Thank you for this update.

Yes, CENTEGIX will honor our best and final offer price at a rate proportional to our services' selection and use.

Please let me know if any additional information is needed.

Best regards,
Mary Ford
404-256-5646

On Tue, Feb 9, 2021 at 12:30 PM Register, Regina <Regina.Register@fldoe.org> wrote:

Each respondent invited to negotiations has submitted a best and final offer reflecting pricing for a statewide service. Pursuant to sections 8.1.3(A) and 8.3 of the ITN, the Commissioner may award contracts to more than one vendor, if it is determined to be in the best interest of the state. If the Commissioner elects to award multiple contracts, thereby allowing school districts to choose from a 'menu' of vendors and their services, will you honor your best and final offer price at a rate proportional to your services' selection and use? Please respond as soon as possible but no later than 3:00 pm ET February 11, 2021.

ReGina

ReGina A. Register, FCCN, FCCM

Contract Administrator & Procurement Director
Florida Department of Education
Bureau of Contracts, Grants and Procurement
Management Services
325 West Gaines Street, STE 332
Tallahassee, FL 32399-0400



Please note that Florida has a very broad public records law. Most written communication to or from state officials are public records available to the public and media upon request.

From: Register, Regina
Sent: Friday, January 15, 2021 4:20 PM
To: Mary Ford <mford@centegix.com>
Cc: sales@centegix.com; Steve Gambill <sgambill@centegix.com>
Subject: RE: ITN 2021-31 State-Wide Mobile Panic Alert System - Best and Final Offer (BAFO) Request
Importance: High

Hello

This is the official request for Centegix Best and Final Offer (BAFO). This is Centegix's opportunity to provide lower prices using the attached BAFO Price Reply form and any additional information or changes deemed necessary to assist the negotiation team in making a determination for recommendation of award.

- Sharpen pencils with regards to proposed pricing. New/revised pricing should be provided using attached BAFO Price Reply form

The Department does not request or need the Reply to be resubmitted in its entirety. The BAFO Response should provide a cover page(s) that indicates which section of the Reply is changed by the BAFO (as applicable).

The BAFO is due to me via e-mail by **03:00 pm E.T. on January 21, 2021.**

By submitting a BAFO, the Respondent understands and agrees that the BAFO is limited to modifying the Respondent's Reply as requested

or authorized by the Department. The BAFO remains subject to the same terms and conditions, requirements, representations and authorizations as the Respondent's Reply. The BAFO shall not propose changes to the ITN and contract terms and conditions unless requested or authorized by the Department. The contract will be based on the ITN, winning Respondent's Reply, and BAFO.

Let me know if you have questions or need additional information.

ReGina

ReGina A. Register, FCCN, FCCM

Contract Administrator & Procurement Director
Florida Department of Education
Bureau of Contracts, Grants and Procurement
Management Services
325 West Gaines Street, STE 332
Tallahassee, FL 32399-0400



Please note that Florida has a very broad public records law. Most written communication to or from state officials are public records available to the public and media upon request.

From: Mary Ford <mford@centegix.com>

Sent: Friday, January 8, 2021 5:37 PM

To: Register, Regina <Regina.Register@fldoe.org>

Cc: sales@centegix.com

Subject: Follow-up to meeting - Re: ITN 2021-31 State-Wide Mobile Panic Alert System - Negotiation Invitation

Hello ReGina -

Our CENTEGIX team thanks you and the Committee for the opportunity to discuss our proposal for ITN 2021-31 State-Wide Mobile Panic Alert System.

As a follow-up, I have attached additional information regarding the questions about video integration with Mutualink.

The committee may be interested in this video from last night's news (<https://myabc15.com/news/local/baldwin-school-gets-life-saving-alert-system>) and in this video of the ASHER exercise that we discussed.

Thank you for sharing that you received the CrisisAlert badges.

We look forward to participating in the next step in the negotiation process.

Best regards,

Mary Ford

--

Mary Ford
Communications
phone: [404-256-5646](tel:404-256-5646)
site: www.centegix.com
email: mford@centegix.com



On Mon, Dec 21, 2020 at 4:55 PM Register, Regina <Regina.Register@fldoe.org> wrote:

Your meeting acceptance has been received. Here are the Go To Meeting details. An agenda is also attached. Issues for discussion may also be provided prior to the meeting. Oral Presentations are not required but are being allowed as deemed necessary by Respondent. Presentations should be no longer than :20 minutes to ensure meeting can be completed in time allotted.

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/339849757>

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(571\) 317-3116](tel:+15713173116)

Access Code: 339-849-757

Join from a video-conferencing room or system.
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Meeting ID: 339 849 757

Or dial directly: [339849757@67.217.95.2](tel:339849757@67.217.95.2) or 67.217.95.2##339849757

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
<https://global.gotomeeting.com/install/339849757>

ReGina

phone: 850/245-9173



Please note that Florida has a very broad public records law. Most written communication to or from state officials are public records available to the public and media upon request.

--



Mary Ford

Marketing

phone: [404-256-5646](tel:404-256-5646)

site: www.centegix.com

email: mford@centegix.com



created with MySignature.io



Attachment J

TO: ReGina Register, Florida Department of Education
FROM: CENTEGIX
DATE: January 21, 2021
RE: BAFO - ITN 2021-31 State-Wide Mobile Panic Alert System

The attached BAFO Price Reply form reflects an update to CENTEGIX's pricing response to ITN 2021-31 State-Wide Mobile Panic Alert System.

Specifically, the changes are:

- The price of the implementation phases in years 2 and 3 have each been reduced by \$448,600 for a total reduction of \$897,200
- With this change, the price for years 2 and 3 is reduced by 7%

These components did not change from the original response:

- Year 1 pricing for all phases
- Pricing for Renewal years 1, 2 and 3
- District Upgrade Options 1 and 2 remain available to the districts at the price points previously provided. These upgrade options deliver the features in CrisisAlert Enhanced and CrisisAlert Premium.

We look forward to moving to the next step in this negotiation process.

Attachment B

RESPONDENT'S BAFO PRICE REPLY

We propose to provide the services being solicited within the specifications of ITN 2021-31. All work shall be performed in accordance with this ITN, which has been reviewed and understood. The below prices are all inclusive. Payment for services will be made based on the deliverables and dates specified in contract. There shall be no additional costs charged for work performed under this ITN. By submitting a Best And Final Offer (BAFO), the Respondent understands and agrees that the BAFO is limited to modifying the Respondent's Reply as requested or authorized by the Department. The BAFO remains subject to the same terms and conditions, requirements, representations and authorizations as the Respondent's Reply. The BAFO shall not propose changes to the ITN and contract terms and conditions unless requested or authorized by the Department. The contract will be based on the ITN, winning Respondent's Reply, and BAFO.

ORIGINAL CONTRACT TERM YEAR #1	\$ 7,336,100	
ORIGINAL CONTRACT TERM YEAR #2	\$ 5,946,500	
ORIGINAL CONTRACT TERM YEAR #3	\$ 5,946,500	
ORIGINAL CONTRACT YEAR 1-3 TOTAL		\$ 19,229,100
RENEWAL YEAR #1	\$ 1,500,000	
RENEWAL YEAR #2	\$ 1,500,000	
RENEWAL YEAR #3	\$ 1,500,000	
RENEWAL YEAR 1-3 TOTAL		\$ 4,500,000

GRAND TOTAL \$ 23,729,100 *

Deliverable prices on the Supplemental tab should equal the above amounts.

SIGN BELOW. UNSIGNED OFFERS MAY NOT BE CONSIDERED.

VENDOR NAME: CENTEGIX

MAILING ADDRESS: 2000 Riveredge Parkway Suite 100

CITY/STATE/ZIP: Atlanta, GA 30328

AUTHORIZED AGENT (typed): Matthew Stevens

AUTHORIZED AGENT (manual): 

DATE: January 21, 2021 TELEPHONE: 800-950-9202 FAX: _____

E-MAIL ADDRESS: SALES@CENTEGIX.COM

Respondents should complete the pricing per deliverable based on the Scope of Work, established deliverables, evidence of completion and deliverable due date(s) as specified in the ITN. The deliverable pricing information contained in this supplement may be used for future contract amendments and negotiations.

ORIGINAL CONTRACT TERM (YEAR 1 - 3)		FL ITN CrisisAlert PRICE
DELIVERABLE		
Provide a comprehensive annual plan that describes the required services to the Department to include:		
• Program requirements and enhancements		\$404,300 (Year 1)
• Schedule of all contract activities		\$134,300 (Year 2)
• Security requirements as approved by the Department, including a system security plan	\$	\$134,300 (Year 3)
Complete an evaluation of the following for school districts and charter school governing boards:		
• Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law		\$455,500 (Year 1)
• Identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law		\$105,500 (Year 2)
• Work with the Department to develop a phased project plan to ensure project completion by August 1, 2021.	\$	\$105,500 (Year 3)
Implement the approved phased project plan to ensure project completion by August 1, 2021 that adheres to the requirements outlined in the scope of work.		\$6,024,800 (Year 1)
Provide online training and user guide(s) to end users and administrators on the use of the mobile panic alert system.	\$	\$5,576,200 (Year 2)
Scheduled system testing across devices on the system		\$5,576,200 (Year 3)
• After each product update/release and/or;		\$451,500 (Year 1)
• Quarterly	\$	\$130,500 (Year 2)
(to be added by Respondent as needed)		\$130,500 (Year 3)
	\$	Included for all years
	\$	
	\$	
	\$	
TOTAL ORIGINAL CONTRACT TERM		\$23,729,100

RENEWAL YEAR 1		
DELIVERABLE		PRICE
(to be added by Respondent as needed)		\$ 1,500,000
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL RENEWAL YEAR 1		\$ 1,500,000

RENEWAL YEAR 2		
DELIVERABLE		PRICE
(to be added by Respondent as needed)		\$ 1,500,000
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL RENEWAL YEAR 2		\$ 1,500,000

RENEWAL YEAR 3		
DELIVERABLE	PRICE	
(to be added by Respondent as needed)	\$ 1,500,000	
	\$	
	\$	
	\$	
	\$	
	\$	
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	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL RENEWAL YEAR 3	\$ 1,500,000	

From: [Mary Ford](#)
To: [Register, Regina](#)
Cc: sales@centegix.com
Subject: Follow-up to meeting - Re: ITN 2021-31 State-Wide Mobile Panic Alert System - Negotiation Invitation
Date: Friday, January 8, 2021 5:37:42 PM
Attachments: [image001.png](#)
[CENTEGIX Florida ITN Follow-up Jan 8 2020.pdf](#)

Hello ReGina -

Our CENTEGIX team thanks you and the Committee for the opportunity to discuss our proposal for ITN 2021-31 State-Wide Mobile Panic Alert System.

As a follow-up, I have attached additional information regarding the questions about video integration with Mutualink.

The committee may be interested in this video from last night's news (<https://myabc15.com/news/local/baldwin-school-gets-life-saving-alert-system>) and in this video of the ASHER exercise that we discussed.

Thank you for sharing that you received the CrisisAlert badges.

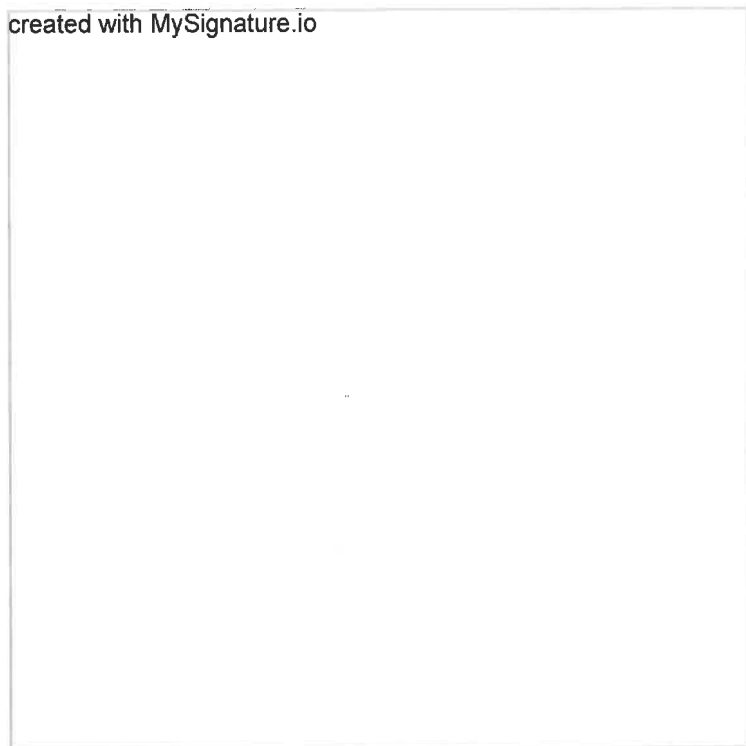
We look forward to participating in the next step in the negotiation process.

Best regards,
Mary Ford



Mary Ford
Communications
phone: [404-256-5646](tel:404-256-5646)
site: www.centegix.com
email: mford@centegix.com

created with MySignature.io



On Mon, Dec 21, 2020 at 4:55 PM Register, Regina <Regina.Register@fldoe.org> wrote:

Your meeting acceptance has been received. Here are the Go To Meeting details. An agenda is also attached. Issues for discussion may also be provided prior to the meeting. Oral Presentations are not required but are being allowed as deemed necessary by Respondent. Presentations should be no longer than :20 minutes to ensure meeting can be completed in time allotted.

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/339849757>

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

Access Code: 339-849-757

Join from a video-conferencing room or system.

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Meeting ID: 339 849 757

Or dial directly: [339849757@67.217.95.2](tel:339849757@67.217.95.2) or 67.217.95.2##339849757

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/339849757>

ReGina

phone: 850/245-9173



Please note that Florida has a very broad public records law. Most written communication to or from state officials are public records available to the public and media upon request.



CENTEGIXTM

ITN 2021-31

State-Wide Mobile Panic Alert System -
Negotiation Invitation
Follow-up Information

Video integration with Mutualink



Question:

Can different responders view different cameras during an event?

Answer:

- Yes, different responder groups have the ability to view different camera sets during an active event.
- This feature requires creating a new incident in the Interoperable WorkStation (IWS) software. A different set of IP camera streams and responders can then be added to that incident dynamically for instant notification and access for those responders.

Question:

Do you store video of incidents?

Answer:

- For compliance reasons, neither CENTEGIX nor Mutualink retain video files.
- Districts store video files according to their existing protocols on their VMS platform.



PROPOSAL FOR FLORIDA DEPARTMENT OF EDUCATION

PART I TECHNICAL REPLY NUMBER ITN 2021-31 REDACTED COPY
CENTEGIX
MATTHEW STEVENS
(800) 950-920



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PRELIMINARY ADMINISTRATIVE REVIEW

State of Florida
Department of Education
Bureau of Contracts, Grants and Procurement Management Services
325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400

INVITATION TO NEGOTIATE REGISTRATION**COMPLETE AND RETURN THIS FORM**Reply Number: ITN 2021-31Title: STATE-WIDE MOBILE PANIC ALERT SYSTEMDate & Time Reply Due: OCTOBER 6, 2020 @ 2:30 PM EASTERN TIME (ET)

Potential Respondents should notify the Florida Department of Education, Bureau of Contracts, Grants and Procurement Management Services by returning this Intent to Submit Reply Form as soon as possible after downloading. Complete this form and send **this sheet only** to the below official contact person's e-mail address (preferred). Form may also be faxed to fax number (850) 245-0719, or mailed to 325 West Gaines Street, 332 Turlington Building, Tallahassee, Florida 32399-0400.

Company Name: CENTEGIXContact Person: Matthew StevensAddress: 2000 Riveredge Pkwy, Suite 100City, State, Zip: Atlanta, GA 30328Telephone: () 800-950-9202

Fax Number: () _____

Internet E-Mail Address: sales@centegix.comSigned: Date: 9/23/2020

Florida Department of Education's contact person: ReGina Register, regina.register@fldoe.org, (850) 245-9173.

Addenda Form

Answer:

The Department does not have a statewide education training platform for this purpose.

253. What date is all training expected to be completed?

Answer:

The scope of the ITN requires that the project must be complete by August 1, 2021. The training dates may be negotiable as part of the overall project plan. The training may be provided on-demand and/or live either virtually or face-to-face. On demand training can be on-going.

254. Does the Department have a listing of the current School Districts that have implemented a mobile panic alarm system?

Answer:

The schools may report panic alarm capability during their annual school security risk assessment. This information is exempt from public record. Information regarding specific lists and types of installed panic alarms will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

255. Does the Department have a listing of Florida Schools they anticipate will utilize the Mobile Panic Alarm?

Answer:

No. Information regarding participating school districts and charter schools will be determined based on the evaluation of districts and charter school governing boards as outlined in the Deliverables, Section 6.1 of the ITN.

Potential proposers have 72 hours from posting of addenda to protest the requirements of each addendum. Failure to file a protest within the time prescribed in Section 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**YOUR REPLY MAY NOT BE COMPLETE WITHOUT THIS PAGE
SIGNED AND INCLUDED!**

Vendor Name – written: 34ED dba Centegix

Authorized Signature: 

Authorized Name – written: MATTHEW STEVENS

Mailing Address: 2000 Riveredge Parkway, Suite 100

City, State & Zip Code: Atlanta GA 30328

Telephone: 404 950 9222 Facsimile: _____ E-Mail Address: Sales@centegix.com

Addenda Form #2

FLORIDA DEPARTMENT OF EDUCATION

**BUREAU OF CONTRACTS, GRANTS AND PROCUREMENT
MANAGEMENT SERVICES**

**325 West Gaines Street
332 Turlington Building
Tallahassee, Florida 32399-0400**

Addendum #2

BID NO.: ITN 2021-31

SEPTEMBER 30, 2020

DATE

This addendum is being issued to confirm that the Department will accept only original signatures and copies of original signatures where required on bid documents. Other types of signature, such as typed or electronic signatures, will not be accepted.

Potential proposers have 72 hours from posting of addenda to protest the requirements of each addendum. Failure to file a protest within the time prescribed in Section 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**YOUR REPLY MAY NOT BE COMPLETE WITHOUT THIS PAGE SIGNED
AND INCLUDED!**

Vendor Name – *written*: CENTEGIX

Authorized Signature: Matthew Stevens

Authorized Name – *written*: 

Mailing Address: 2000 Riveredge Pkwy, Suite 100

City, State & Zip Code: Atlanta, GA 30328

Telephone: 800-950-9202 Facsimile: _____ E-Mail Address: sales@centegix.com

Reference Form (Attachment D)

ATTACHMENT D

REFERENCES

PROPOSER NAME CENTEGIX

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR A MINIMUM OF THREE (3) BUSINESSES WHERE SERVICES OF SIMILAR SIZE AND SCOPE HAVE BEEN COMPLETED

BUSINESS NAME:	Hillsborough County Public Schools
ADDRESS:	901 East Kennedy Blvd., Tampa, FL 33602
CONTACT PERSON:	David Valdez, Special Projects & Chris Farkas, Dep. Supt of Operations
PHONE NUMBER:	813-272-4000
FAX NUMBER:	
E-MAIL ADDRESS:	david.valdez@hcps.net christopher.farkas@sdhc.k12.fl.us
DATE AND DESCRIPTION OF SERVICES:	Customer since June 2019. District-wide purchase of CrisisAlert solution for all 250 school sites plus administrative facilities.
BUSINESS NAME:	Martin County School District
ADDRESS:	1939 SE Federal Highway, Stuart, FL 34994
CONTACT PERSON:	Frank Frangella, Director of Safety and Security
PHONE NUMBER:	772-219-1200 x30363
FAX NUMBER:	
E-MAIL ADDRESS:	frangef@martinschools.org
DATE AND DESCRIPTION OF SERVICES:	Customer since November 2019. District-wide purchase of CrisisAlert solution for all 25 school sites plus administrative facilities.
BUSINESS NAME:	Douglas County School System
ADDRESS:	9030 Highway Five, Douglasville, GA 30134
CONTACT PERSON:	Todd Hindmon, Exec. Director of Technology
PHONE NUMBER:	770-651-2747
FAX NUMBER:	
E-MAIL ADDRESS:	todd.hindmon@dcssga.org
DATE AND DESCRIPTION OF SERVICES:	Customer since Jan. 2019. District-wide purchase of CrisisAlert solution for all 35 school sites plus administrative facilities.

ATTACHMENT F

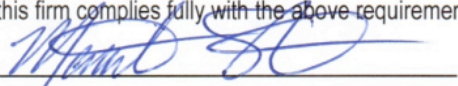
DRUG-FREE WORKPLACE

(will be considered in case of identical tie Proposals)

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

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

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


Vendor's Signature

Disclosure Statement Form (Attachment G)

ATTACHMENT G

DISCLOSURE STATEMENT

PARTNERSHIP OR INDIVIDUAL

I hereby certify that I, if an individual, or each of us, if a partnership, doing business as _____
(Name of Individual or Partnership)

(am)(is) not now involved in nor have I ever engaged in any private business venture or enterprise, directly or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director, or Bureau Chief within the Florida Department of Education.

I further certify that neither I, nor any partner, if a partnership, nor anyone acting in my or our behalf has requested that any of the above designated persons or any other employee of the Florida Department of Education exert any influence to secure the appointment of _____ under this proposed agreement.
(Name of Individual or Partnership)

(1) _____
Signature

Signature

Signature

(1) If partnership, each partner must sign and execute.

COMPANY OR CORPORATION

I hereby certify that neither I nor any owner, officer, director, or shareholder of 34ED dba Centesix, a
(Name of Corporation/Company)

Delaware (1) corporation, licensed to do business in Florida, is presently involved in or has been
(Name of State of Inc.)

engaged in any private business venture or enterprise, directly, or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director, or Bureau Chief within the Florida Department of Education.

I further certify that neither I nor any owner, officer, director, or shareholder of this corporation or anyone acting on behalf of this corporation or any of its owners, officers, directors, or shareholders has requested that any of the above designated persons or any other employee of the Florida Department of Education exert any influence to secure the appointment of 34ED dba Centesix under this proposed agreement.

(Company) (Corporation)

(2) _____
Signature
CEO
Title

(1) If company is not incorporated, insert "not incorporated" in this space.

(2) If incorporated, this statement is to be executed by same person who will execute contract, if awarded.

Scrutinized Companies Form (Attachment H)

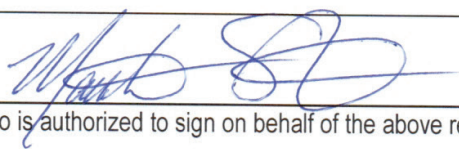
ATTACHMENT H

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Proposing Vendor Name: 34ED dba Centegix
 Vendor FEIN: 82-3617556
 Vendor's Authorized Representative Name and Title: Brent Cobb, President
 Address: 2000 Riveredge Parkway, Suite 100
 City: Atlanta State: GA Zip: 30328
 Phone Number: 800-950-9202
 Email Address: www.centegix.com

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Proposer, I hereby certify that the company identified above in the section entitled "Proposing Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: 
 who is authorized to sign on behalf of the above referenced company

Authorized Signature Print Name and Title: MATTHEW STEVENS (CEO)

Transmittal Letter

To whom it may concern,

The person signing the reply, Matthew Stevens, is authorized to represent the CENTEGIX™ and bind CENTEGIX™ relative to all matters contained with the reply.

CENTEGIX™ FEID#: 82-3617556

DUNS# - 081115887

CENTEGIX™ affirms the following statements below that it:

- has read, understands, and agrees to comply with all provisions of this ITN and agrees to the terms and conditions of the ITN.
- is authorized to conduct business in Florida in accordance with the provisions of Chapter 607.
- is registered on the MyFloridaMarketPlace website in accordance with the provisions by the state of Florida.
- has electronically registered a valid W-9 with the Department of Financial Services (DFS)

EXECUTIVE SUMMARY

Executive Summary

Florida Department of Education
PART I TECHNICAL REPLY NUMBER ITN 2021-31

Due Date: October 6, 2020

Letter of Introduction/Executive Summary

CENTEGIX™ is pleased to submit this proposal to the Florida Department of Education and commends your leadership for this critical initiative to protect all students, staff, and visitors in Florida schools via a state-wide mobile panic alert system.

"It's a game-changer in school security."

Chief of Security John Newman, Hillsborough Co (FL) Schools, on CrisisAlert 9/28/20

CENTEGIX™ exists to innovate technology to save and enrich lives in the K-12 environment. Our motto, "Every Second Matters," echoes Lori Alhadeff's powerful mantra, "Time equals life," and permeates every element of our CrisisAlert solution. Today we protect more than one million students and staff across the US, including two of Florida's largest districts - Hillsborough County PS and Martin County Schools.

Since the launch of CrisisAlert, we have been singularly driven to develop a solution that stands up to the rigors and limitations of real-world emergencies while minimizing the time and fine motor skills required to initiate and respond to whatever crisis arises. We are excited to offer our innovative mobile panic alert solution that utilizes both a mobile app and a wearable panic button to eliminate the significant gaps of all app-only solutions. We can provide this best-in-class platform within your established budgetary and timeline (beginning of the 2021-22 school year) parameters.

CENTEGIX's unique approach to this ITN is based on firsthand industry knowledge validated by years of real-world experience. In addition to a traditional app that can be downloaded to a smartphone, our CrisisAlert solution provides every district/school employee with a wearable badge from which an alert can be generated by the simple click of a button. Our easily installed hubs ensure total coverage throughout campus. The CrisisAlert badge provides every employee with an immediate and discreet method to initiate an alert when faced with an emergency.



Because of signal limitations, app-only mobile panic alert solutions cannot ensure adequate cellular or WIFI coverage throughout all campus(es). Further, our visible and unobtrusive badge allows us to overcome the massive adoption rate issue that plagues apps. One app-based provider publicly acknowledges app adoption rates as low as 7%. Teachers unions, including within the state of Florida, have expressed major concerns over both matters of privacy and equity. Even if the app is downloaded, it's unrealistic to expect the cellphone to always be available given teachers are asked to not have their phone out during class. Further, it is both time consuming and often not feasible to expect someone to unlock their phone, find and open the app, choose the appropriate button and enter their location while being verbally confronted or even physically assaulted. The inconspicuous nature of our badge is invaluable in these type situations

as help is “invisibly” requested without escalating the situation. We designed our CrisisAlert solution to avoid these multiple steps and potential delays, especially when an emergency reduces your ability to think and function normally. Just click your badge’s button and help is summoned.

Our installation platform verifies complete campus coverage, ensuring badges work throughout a campus, even in remote, rural, and otherwise access challenged areas.

“Our mobile app didn’t work because there were too many places where the service was unavailable. We switched to CENTEGIX™ because nothing else compared in terms of complete campus coverage and ease of use.”

Frank Frangella, Director of Safety - Martin County (FL) School District

Commensurate with the MSDHS Safety Commission’s report, our CrisisAlert badge not only empowers every employee to request individual help (StaffAlert), but it ensures **all employees** can initiate a lockdown/CODE RED (CampusAlert) via a body-worn device. In both situations, notifications are sent to designated responders (including automatic 911 call generation if a lockdown/CODE RED is initiated), providing key information (person and their location on campus), to ensure response time is minimized and enable tight coordination between multiple first responder agencies. Our solution can unite diverse emergency services technologies via our strategic partnerships designed to handle all types of emergencies, from on-site badge-level activations or remote campus-wide alerts to protect from nearby criminal activity, severe weather, threats, etc.

Our unique solution provides an integrated crisis management platform that accelerates the critical response times and communications needed throughout an emergency. While our badge and cell phone-app solution, with all its advantages outlined above, is being offered within the ITN’s specified budget, CrisisAlert also offers optional capabilities available to individual districts or charter schools. These enhanced features include several site-wide emergency add-ons such as visual alert strobes throughout the campus, intercom integration automating verbal communications, and computer screen takeovers providing key written instructions. Each of these helps ensure everyone on campus knows to take action and what actions to take. Each element is optional and configurable to the specific desires of the individual district or charter school.

Functionality and price are key factors with any technology solution, but we focus equally on the implementation process to ensure a successful project. CENTEGIX™’s Operations and Client Support Services teams are very responsive and available from the initial conversation through implementation, setup, training, and support. We provide support services in a variety of methods to both individual schools and the district at-large to effectively diagnose and resolve any customer needs.

While our solution provides capabilities not feasible for purely app-based solutions, we deliver these capabilities with streamlined installation efforts and minimal intrusion. Our hardware installations at high school campuses are typically completed in less than 2 hours, while smaller schools can be done as quickly as 30 minutes. Even our optional fully-scaled solution featuring visual strobes throughout the campus can be installed in just a single evening (done after normal school hours) for 95% of school campuses. All installation activities and any discussion or selection of optional/enhanced capabilities are coordinated by CENTEGIX™ directly with the district or charter school and do not require any additional efforts by the Florida Department of Education.

In closing, CENTEGIX™ is pleased to present our unique and comprehensive mobile panic alert solution designed to meet the practical rigors of real-world emergencies while saving precious time in any and all crises, from the catastrophic active shooter to the routine severe weather, medical or physical altercation. We are confident that we meet and exceed the requirements outlined in your ITN and look forward to cultivating a sustained partnership with the Florida Department of Education as well as districts and charter schools throughout Florida for many years to come.



Matthew Stevens - CEO
Centegix

RESPONDENT'S QUALIFICATIONS & EXPERIENCE

References

ATTACHMENT D

REFERENCES

PROPOSER NAME CENTEGIX

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR A MINIMUM OF THREE (3) BUSINESSES WHERE SERVICES OF SIMILAR SIZE AND SCOPE HAVE BEEN COMPLETED

BUSINESS NAME:	Hillsborough County Public Schools
ADDRESS:	901 East Kennedy Blvd., Tampa, FL 33602
CONTACT PERSON:	David Valdez, Special Projects & Chris Farkas, Dep. Supt of Operations
PHONE NUMBER:	813-272-4000
FAX NUMBER:	
E-MAIL ADDRESS:	david.valdez@hcps.net christopher.farkas@sdhc.k12.fl.us
DATE AND DESCRIPTION OF SERVICES:	Customer since June 2019. District-wide purchase of CrisisAlert solution for all 250 school sites plus administrative facilities.
BUSINESS NAME:	Martin County School District
ADDRESS:	1939 SE Federal Highway, Stuart, FL 34994
CONTACT PERSON:	Frank Frangella, Director of Safety and Security
PHONE NUMBER:	772-219-1200 x30363
FAX NUMBER:	
E-MAIL ADDRESS:	frangef@martinschools.org
DATE AND DESCRIPTION OF SERVICES:	Customer since November 2019. District-wide purchase of CrisisAlert solution for all 25 school sites plus administrative facilities.
BUSINESS NAME:	Douglas County School System
ADDRESS:	9030 Highway Five, Douglasville, GA 30134
CONTACT PERSON:	Todd Hindmon, Exec. Director of Technology
PHONE NUMBER:	770-651-2747
FAX NUMBER:	
E-MAIL ADDRESS:	todd.hindmon@dcssga.org
DATE AND DESCRIPTION OF SERVICES:	Customer since Jan. 2019. District-wide purchase of CrisisAlert solution for all 35 school sites plus administrative facilities.

Company Description and Experience

CENTEGIX™ is a technology-based solution delivery company that provides a unique and thorough CrisisAlert™ solution to school districts seeking secure, innovative, and streamlined emergency notifications. Based in Atlanta, Georgia, CENTEGIX™ takes a distinctive approach to delivering safety and security solutions to school districts around the country. CENTEGIX™ specializes in helping school leaders respond to any and all crisis events, ranging from active shooters to the everyday emergencies common in schools.

CENTEGIX™ has experience implementing CrisisAlert into all ranges of school districts - whether a single charter school location or a large 200+ school district - we have executed successfully. Currently CrisisAlert™ is deployed in over 80 school systems across the Southeast. CENTEGIX™ clients include one of the top 15 largest school districts in the country, as well as numerous smaller districts with three or fewer schools. These districts can attest to our implementation and customer support process in providing both a highly efficient and effective process throughout the customer life-cycle. With such a critical topic as school safety, our team members understand the need to cultivate and maintain a strong working relationship between both parties to ensure maximum success.

In addition to our experience, the CrisisAlert™ solution is the only emergency notification system that uses a hardware component to resolve numerous functional and technical gaps present in purely app-based solutions, but without the encumbrance of cabling, network wiring, or other installation and infrastructure burdens typically associated with physical solutions. Our secure, proprietary mesh network of easy-to-deploy devices, coupled with our CrisisAlert™ Badges for instant alerting, provide a best-of-breed solution and ensures our clients receive the most unique mobile panic alert solution in the industry, while also meeting the budget levels typical to lesser app/software-only alert solutions.

In our constant effort to create safer, more secure learning environments, CENTEGIX™'s CrisisAlert solution is scalable in numerous ways to deliver additional value if desired by each district or charter school. These capabilities range from automated visual and audible alerting throughout the campus to contact tracing via CrisisAlert badges allowing district personnel to more accurately zero in on potentially exposed staff and students for quarantine or even rooms/areas to be remediated. Any and all of these add-on options can be reviewed with interested districts or charter schools with no participation required from the Florida DOE.

CENTEGIX™ has a diverse team with over 75 years of education industry experience, including classroom instruction, district leadership, education technology, and professional development. We have a deep understanding of K-12 school districts' and leaders' needs and are excited by the opportunity to protect Florida's students and staff while further expanding our own experience and expertise.

RESPONDENT'S TECHNICAL PLAN



Centegix™ has unique experience developing and maintaining large scale IoT networks for emergency response applications. Our CrisisAlert™ solution leverages a cloud-based software platform with custom, purpose-built networks to provide a safety and security platform at scale. This platform leverages low power Bluetooth and Zigbee technologies to provide teachers and staff members real-time help at the simple push of a button.

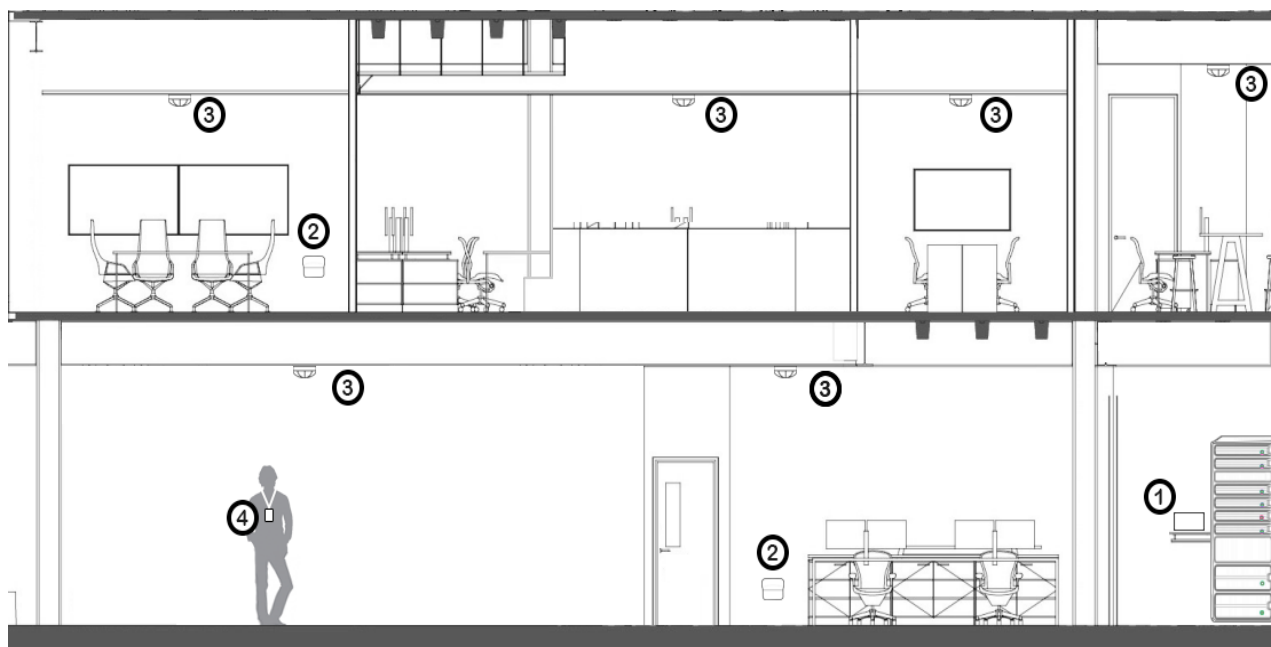
For the purpose of this ITN response and staying within the state allocated budget, we have included an abbreviated version of our typical full solution. We have also included upgrade options so districts can purchase additional capabilities to further enhance the safety in their schools without additional cost to the state. The abbreviated version still includes the CrisisAlert™ Gateway (IP connectivity), CrisisAlert™ Hubs (floor and area-level locating for responders) and the CrisisAlert™ Badge (for all teachers, staff, and administrators – including the district level). We are the only panic solution to offer a wearable badge along with an app to every employee.

For a full technical understanding of our solution, we have included a detailed overview of all of our components and features. Some of these features are only available in the upgrade options we listed in our pricing response.

Thank you,

Matthew Stevens
CEO

Technical Overview



1. CrisisAlert™ Gateway (IP connection to cloud software)
2. CrisisAlert™ Hub (Network Signal Device)
3. CrisisAlert™ Beacon or Strobe (Locating Device – Strobe Includes A Light)
4. CrisisAlert™ Badge (Wearable Device)

Our full product line includes an ultra-thin Bluetooth enabled Badge, which, when paired with our network of locating devices and mesh networking hubs, delivers accurate locating in the event of an emergency. We provide the networking hubs, leveraging Zigbee mesh network technology, to avoid the need for cellular signals or Wi-Fi signals that may not be available, or may be saturated, or may require authentication. As noted in the executive summary, we believe that emergency services need 100% availability, so we monitor the devices availability, health, and performance (described below). We have also expanded our software to include support for teacher desktop/laptop/tablet/mobile devices so they can utilize our badge or other devices to request help. Both solutions route requests directly to onsite responders (e.g. SROs, Assistant Principals, Nurses) and 911 through our nationwide PSAP partnerships and with video, two-way radio, and inter-agency support through our integration with Mutualink.

For the badge signaling, teachers, administrators, and staff members wear the badge to signal for help through a recessed button. We locate indoors and out, so the platform can send a responder to the appropriate place. We have performed that function for users close to 30,000 times in the last 12 months.

Below is a visual of the badge and the types of alerts that can be initiated through it.

Staff Alert



Medical/Fight

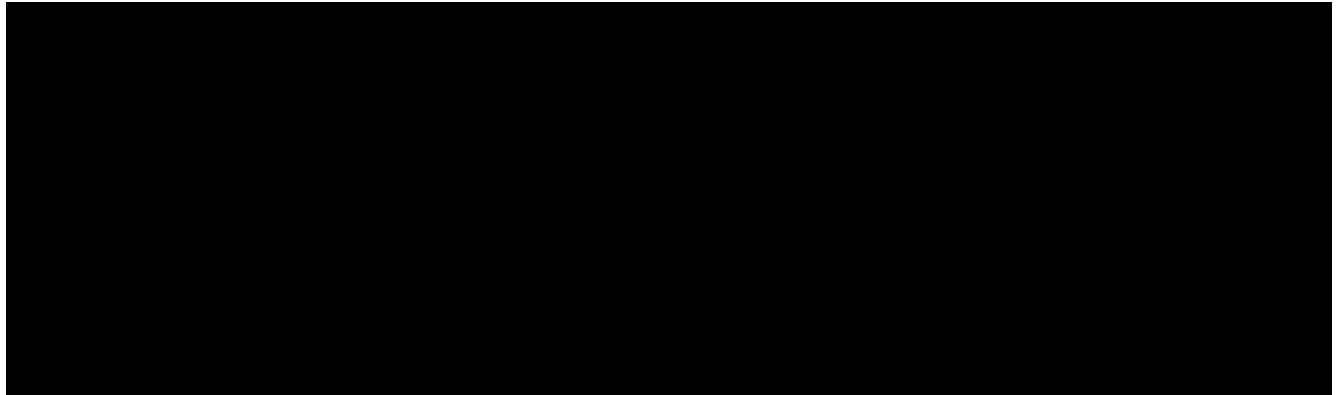


Lockdown



Active Shooter

The traditional information flow is a crisis alert signaled from the button on the badge (by the user). The request is received by the hub using BLE. The hub then delivers that request to the gateway using the Zigbee network. Importantly, it delivers the location of the user leveraging algorithms that determine the proximity to the closest device.



For the mobile device signaling, teachers, administrators, and staff members leverage our desktop/laptop/tablet/mobile software to request help or activate alerts. The user mobile and tablet devices connect to the school's network via existing Wi-Fi access points and/or cellular networks. Onsite responders and local 911 centers are contacted the same way when the request for help is made.

As previously noted, we believe safety and security systems must be highly available, so we monitor the system for uptime and performance. [REDACTED]

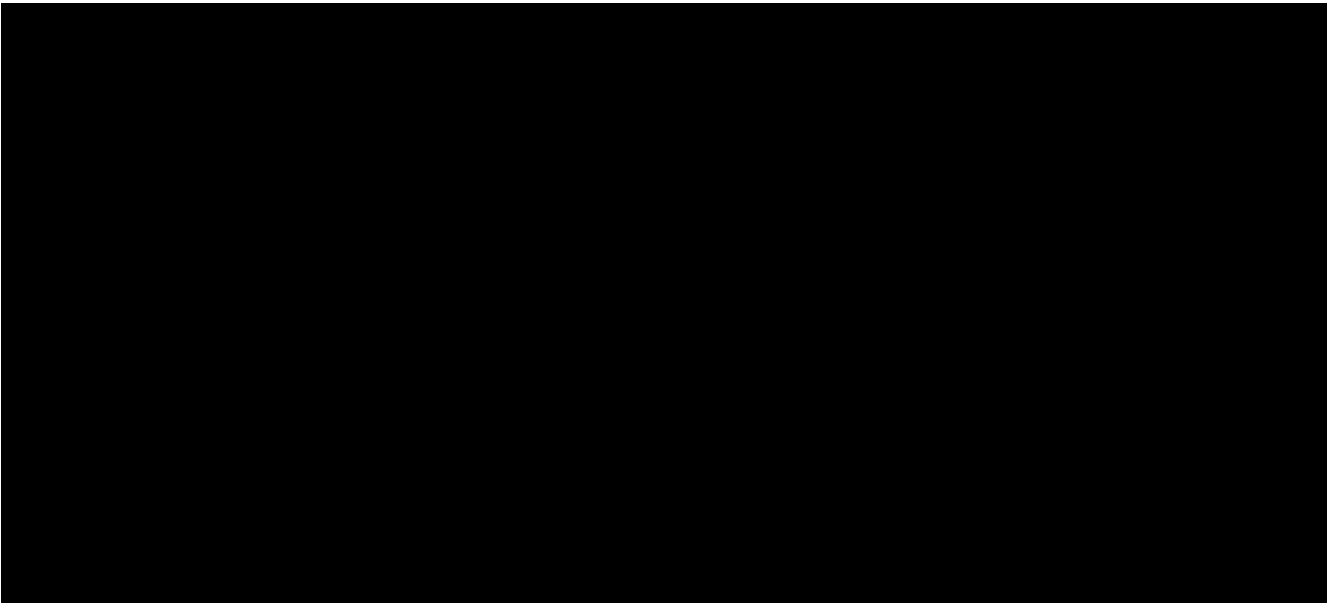
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

The ability to provide emergency response in an automated manner is only as good as the devices used to deliver information. [REDACTED]

[REDACTED]

Below is a graphic that outlines how information is transferred between the badge/mobile device and the onsite and local responders.



Information passed to responders includes:

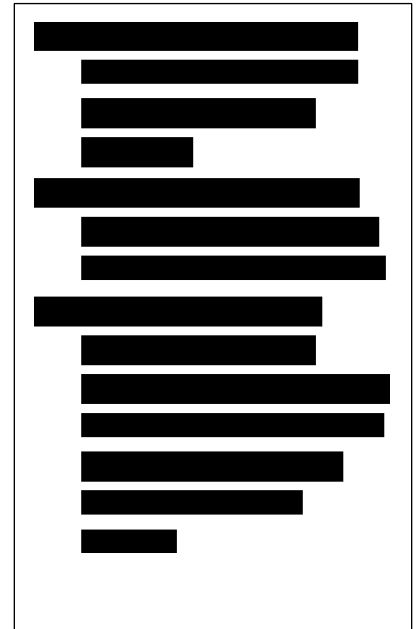
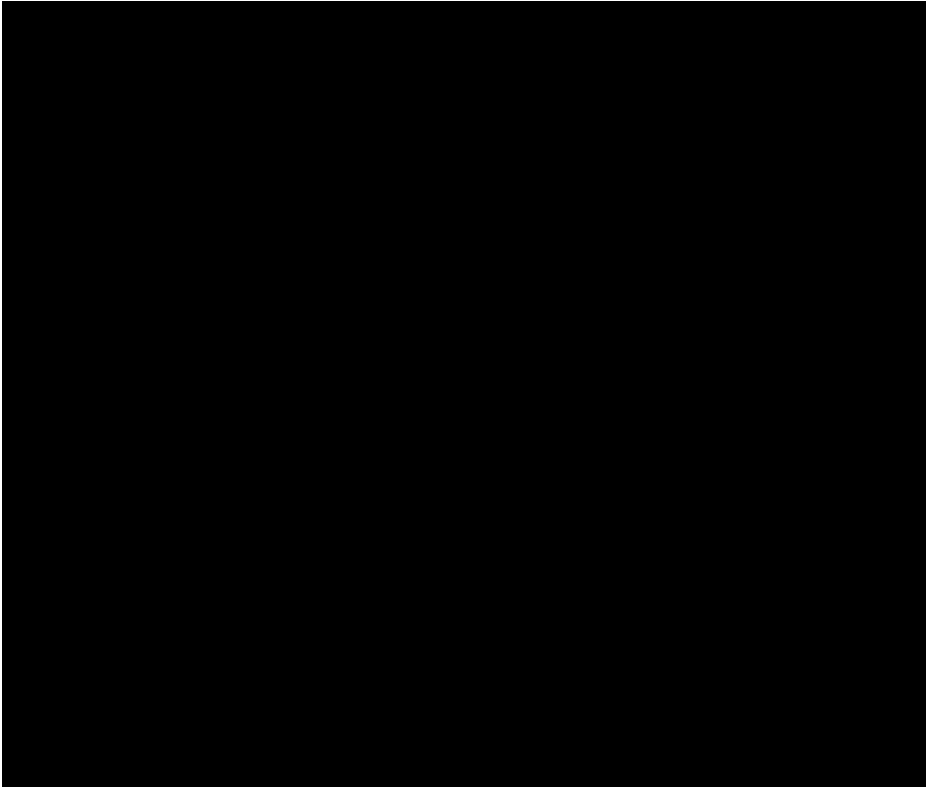
- 1. User requesting help.
- 2. Location of the user.
- 3. Type of alert: staff alert (e.g. medical, unauthorized visitor, fight. etc.) or campus-wide alert (e.g. lockdown

[Redacted text block]

[Redacted text block]

To guarantee coverage for our network devices, we leverage an installer application that illustrates coverage for all indoor and outdoor areas. We also work with the school districts and individual schools on quarterly test plans as part of our standard support.

Below is an image that illustrates the installer application and how this ensures coverage.



Additional Information for the ITN Response

Explanation of Upgrade Option:

The strobe, intercom devices, and desktop takeover integration are part of the upgrade options available. When activated, the intercom automatically plays an audible message, desktops/tablets/laptops display a district message, while the strobes flash the light that corresponds to the district protocols. Upgrade Option 2 includes training to align (and build if the protocols do not exist in that district) the district protocols with district-wide intercom messages, instructions for all machines when a protocol is initiated, and lights that correspond to the color the district has selected. An example of those protocols is illustrated below.

IN AN EMERGENCY

LOCK DOWN

Lock Doors, Turn Off Lights, and Hide



LOCK IN

Move Everyone Inside, Secure Perimeter



LOCK OUT

Stay in Your Location, Keep Hallways Clear



SHELTER IN PLACE

Move to Designated Area and Take Cover



EVACUATE

Move to Designated Evacuation Area



ALL CLEAR

Resume Normal Protocol for Managing Campus



CENTEGIX™
EVERY SECOND MATTERS.

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Upgrade Option 2

- Protocols are adjusted based on district preferences and are customizable
- Intercom integration devices are deployed that play the district message
- Strobe devices with lights that flash the district protocol are utilized – include room level location
- Desktop/laptops/tablet screens display a customizable screen takeover message aligned with the district protocol

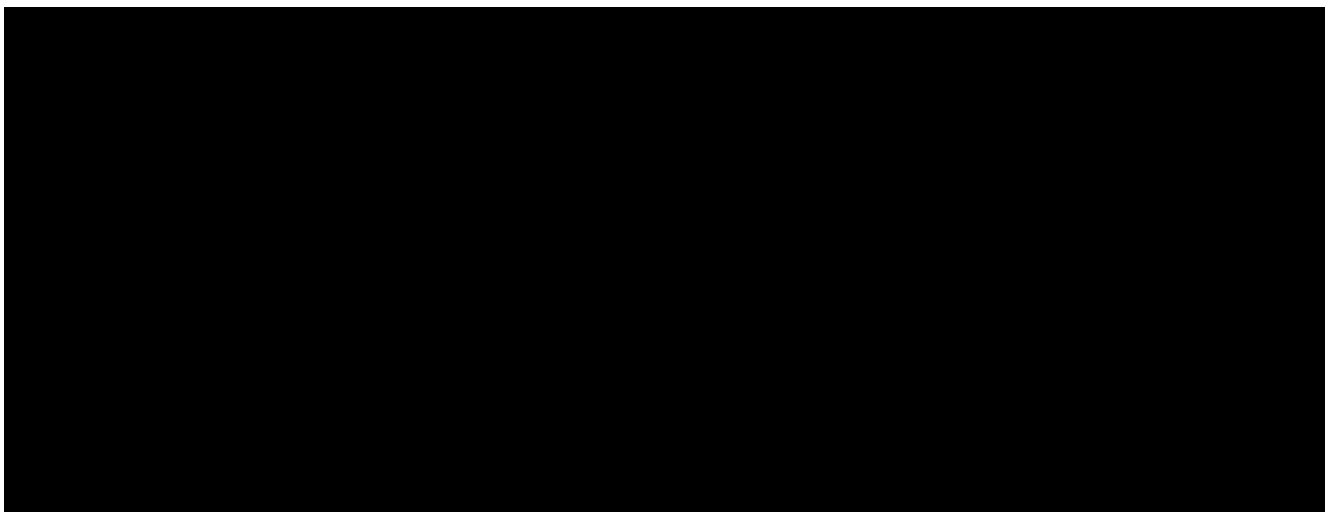
Contact-Tracing:

The ITN is specific to emergency response. We did include pricing information for our completely anonymous contact tracing platform (ContactAlert) that is described below, if the platform is of interest to districts or schools. We have been asked by other school districts around the country, higher education institutions, and government organizations to support their efforts to safely return students and staff to locations. We are only providing this information for reference and hope it is not a distraction to our ITN response.

Below are some examples of the use cases our ContactAlert platform can address.

Use Case	Support for COVID-19 Discovery
What users have been within 6 ft of each other today, and for how long?	<ul style="list-style-type: none">● Potential transmission of virus and ability to anonymously notify users without the need for mobile devices (users not allowing contact-tracing on their personal devices)
What building(s) has a user been in recently?	<ul style="list-style-type: none">● Macro-level view of a concentration of individuals that have tested positive. Potential for a heat map of buildings/areas that need to be closed/cleaned
Were visitors in the building today?	<ul style="list-style-type: none">● Ability to scan and provide user badges to visitors (utilized in Hillsborough County Public Schools). Understand their movement and any potential infections if asymptomatic when visiting the school

We have created a badge-to-badge peer network that stores hardware interactions locally on the hardware device and does not exchange personally identifiable information. To support the new contact tracing use cases listed above, the proposed flow of information is:



Using this type of approach, we enable individual contact tracing by including a user badge as a network element and allowing badges to receive broadcasts from each other. Because the badge does not contain user information, the data flow is fully anonymous.

Scope of Services

CENTEGIX™ has provided responses to the Scope of Services below. If additional questions should arise from the Department regarding any of the responses below, please reach out to CENTEGIX™ directly for further clarification.

Integrates a mobile panic alert system that may be used by each school district

- CrisisAlert™ gives every employee an application for activating and receiving an alert via our mobile app, PLUS a wearable badge with an integrated panic button.

Connects diverse emergency services technologies

- CrisisAlert™ integrates and alerts with two-way radios, computers and phones. We can link to onsite video and other media. Not only do multiple first responder agencies get the alert, but they receive the critical location and user information also. CENTEGIX™ and Mutualink have entered into an integration agreement. Mutualink will be providing radio and video interoperability gateways and platform capabilities. The CENTEGIX™ and Mutualink platform can also connect to any diverse technologies outlined in the ITN.

Ensures real-time coordination between multiple first responder agencies

- CENTEGIX™ has the ability to connect all agencies together using one common communication path (app or radio). CENTEGIX™ and Mutualink have entered into an integration agreement. Mutualink will be providing radio and video interoperability gateways and platform capabilities. The CENTEGIX™ and Mutualink platform can also connect to any diverse technologies outlined in the ITN.

Integrates with local public safety answering point infrastructure to transmit 911 calls and mobile activations

- We have an integration point with every PSAP through their existing incident management software. Alerts automatically appear in their system without any additional software.

Alerts appropriate Public Safety Answering Point (PSAP) for the jurisdiction of the location of the device

- Using that same aforementioned PSAP integration point, our system automatically detects the correct local jurisdiction based upon a combination of GPS and known location address.

Is customizable for each district, and charter school governing board to be able to adhere to local emergency codes, emergency naming conventions, update facility profiles, customize messaging, manage users and user access permissions

- Our software is completely customizable to the local protocols and codes. This includes the names of alerts, the color themes, and the messages. Sites/facilities can contain unique types of alerts, permissions, and users for activating/receiving/closing alerts.

Provides real-time activation of the appropriate 911 system and provides at a minimum the emergency information details, location of the device, and unique identifiers of the device

- The badge is assigned to an individual and a site ID with physical address that are mapped directly to the local PSAP. Our locating devices are installed in rooms and pass that information to the PSAP for response awareness. Onsite responders and first responders also have the option to load our software on laptops/desktops/mobile devices that includes a map of the location of the user. The mobile app is also assigned to the user and the physical location. That information is passed along to the PSAP and GPS information is passed to the PSAP using coordinates from the

phone's GPS.

Provides two-way communications

- Both the app and badge allow an originator to know that an alert has been received and is being responded to.

Can be silenced by the user

- The CrisisAlert™ Badge is already designed for silent and discreet haptic feedback to the initiator. The CrisisAlert™ mobile application for both initiators and responders can control volume settings including silencing the device.

Adheres to the county's text-to-911 service implementation plans as required by Florida Statutes s. 365.172 (15), F.S.

- CrisisAlert™ supports text to 911 service implementation options and integrates with PSAP user interface software.

Allows and supports districts to designate and manage user permissions and user groups for notification of a panic alert activation, including users at public safety agencies, as defined in s. 365.171, F.S.

- CrisisAlert™ supports management of roles for onsite and public safety agencies as both individuals and members of a group.

Provides districts administrative access to provide additional campus or facility information through the system

- CrisisAlert™ has the capability of providing additional campus or facility information through the system. This includes, but is not limited to, site/floor plans, maps, emergency contacts, other site-specific emergency information as determined by the district administrator. CENTEGIX™ can work with local school districts and charter school governing boards to determine if they would like to include additional information in the platform.

Addresses all other requirements included within s. 365.171-179, F.S.– Emergency Communications Number “E911” and applicable State 911 administrative rules (60FF-6)

- CrisisAlert™ complies with the requirements within s.365.171-179 and applicable State 911 administrative rules.

Provides 24/7 level one tech support to state and local administrators

- Technical support is provided in a variety of ways to all clients, both state and local administrators. The CENTEGIX™ Support Desk provides phone and email support. We have completed ticketing system integration with districts, as well, for both support and maintenance activities. Finally, each client gains access to the Customer Success website which includes “How To” video modules on all aspects of the CrisisAlert™ solution, as well as complete training guides and other training resources to assist in solution redelivery by client personnel.

Adheres to 99.999% uptime reliability/availability

- The CrisisAlert™ solution adheres to a 99.999% uptime reliability/availability.

Ensures regular system updates are performed to include integration of 911 center updates as applicable

- CrisisAlert's primary mode of emergency communication is through the badge, which includes a vibration response when the request is received and response is initiated. The badge platform utilizes firmware that we manage and control, so releases for firmware and software are feature matched. We leverage global standards for software development and release management and the wireless protocols are utilize global standards for Zigbee and Bluetooth Low Energy. The

process for our mobile and tablet/desktop/laptop software development includes regression testing for all smartphone interfaces and our alert initiation and response software utilizes base features of the application. We have received Apple's approval for Amber Alert notification for their iOS devices and we track specific updates to their notification system. When 911 response centers utilize our software the updates are automated. When 911 centers utilize APIs we perform periodic updates that map to our software releases.

Connects to both Wi-Fi and cellular

- The CrisisAlert™ application utilizes both Wi-Fi and cellular technologies available on a device. The Badge uses Bluetooth Low Energy for communication.

Is compliant with all applicable privacy protection and information security state and federal laws

- CENTEGIX™ agrees to be compliant with all applicable privacy protection and information security state and federal laws, including Florida Cyber Security Standards (60GG-2 F.A.C.).

911 centers as well as state and local administrators must be notified prior to executing system tests.

- The CrisisAlert™ system can notify designated users as part of testing process. CENTEGIX™ would not do any system tests without prior approval from 911 and system administrators.

Contractor(s) shall address system bugs and apply fixes in a reasonable timeframe.

- Updates on the system happen regularly at scheduled times. All system bugs are addressed and fixed according to an agreed upon response timeframe between the district and our organization.

School districts and charter school governing boards may implement additional strategies or systems to ensure real-time coordination between multiple first responders in a school security emergency.

- CENTEGIX™ has included in this response some of the additional options we offer (visual Strobes, intercom integration, etc.). We also partner and integrate with multiple other solutions including access control, two-way radio, and security cameras.

Data Security

- CENTEGIX™ agrees to protect and maintain the security of data by adhering to Florida Cyber Security Standards (Chapter 60GG-2, F.A.C.) to include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority

Required Project Paperwork

- Services to be provided by CENTEGIX™ will be initiated and completed as directed by the Department's contract manager for each deliverable authorized under the resulting Contract

Documentation and Reporting

- CENTEGIX™ shall ensure the deadlines are met and proper documentation has been provided. An executive summary in an agreed-upon format detailing project status and current obstacles shall be provided to the Department's contract manager and designees. Bi-weekly status updates shall be provided in addition to other reports at the discretion of the Department's contract manager.

Required Outcome of Project

- CENTEGIX™ will implement the required outcome of the project. Our experience within the State of Florida and multiple other states with districts of all sizes, including coordination between first responder agencies, provides CENTEGIX™ with a proven track record of success related to the goals of the ITN.

Role of the Contractor

- CENTEGIX™ will provide all labor, material, equipment and services needed for the project,

including providing the Department with a full-time contact person. CENTEGIX™ will also ensure all personnel comply with the Jessica Lunsford Act, as well as ensure the protection and security of system data by adhering to Florida Cyber Security Standards (Chapter 60GG-2, F.A.C.)

6.1 Deliverables

- CENTEGIX™ agrees to work with the Department in relation to all the deliverables described within 6.1 of the ITN, including evidence of compliance.

6.2 Financial Consequences

- CENTEGIX™ understands the financial consequences outlined within 6.2.

Deliverable Due Dates Form

ATTACHMENT A DELIVERABLE DUE DATE FORM

Based on the Scope of Work being proposed, provide an estimate deliverable date for each Deliverable.

DELIVERABLE	ESTIMATED DELIVERABLE COMPLETION DATE					
	ORIGINAL CONTRACT TERM			CONTRACT RENEWALS		
	YEAR 1	YEAR 2	YEAR 3	YEAR 1	YEAR 2	YEAR 3
Develop a comprehensive annual plan that describes the required services to the Department to include: <ul style="list-style-type: none"> Program requirements and enhancements; Schedule of all contract activities; and Security requirements as approved by the Department, including a system security plan. 	January 15, 2021	January 15, 2022	January 15, 2023	January 15, 2024	January 15, 2025	January 15, 2026
Complete an evaluation of the following for school districts and charter school governing boards: <ul style="list-style-type: none"> Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law; Identify current gaps in infrastructure and technology at public school sites that need to be resolved to meet the requirements for this project as specified under state law; and Work with the Department to develop a phased project plan to ensure project completion by August 1, 2021. 	February, 2021 March, 2021 April 15, 2021	February, 2022 March, 2022 April 15, 2022	February, 2023 March, 2023 April 15, 2023	February, 2024 March, 2024 April 15, 2024	February, 2025 March, 2025 April 15, 2025	February, 2026 March, 2026 April 15, 2026
Implement the approved phased project plan, which adheres to the requirements outlined in the scope of work, to ensure project completion by August 1, 2021	May - August, 2021	May - August, 2022	May - August, 2023	May - August, 2024	May - August, 2025	May - August, 2026
Provide online training and user guide(s) to end users and administrators on the use of the mobile panic alert system.	June - August, 2021	June - August, 2022	June - August, 2023	June - August, 2024	June - August, 2025	June - August, 2026

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(Revised 08/01/2020)

Scheduled system testing across devices on the system <ul style="list-style-type: none"> After each product update/release and/or; Quarterly. 	After each product update & software release.	After each product update & software release.	After each product update & software release.	After each product update & software release.	After each product update & software release.	After each product update & software release.
(to be added by Respondent as needed)						

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CrisisAlert™ Training Plan

Your purchase of the CrisisAlert™ Solution by CENTEGIX™ includes a complimentary training plan. Districts can schedule a Pre-Training Call with our Onboarding Specialist to discuss training needs as well as questions districts may have regarding setting up the CrisisAlert™ System and training their staff. A training plan will be created which will also include suggested materials that can be customized to the District.

In an effort to offer training to the numerous districts across the state, CENTEGIX™ will offer an online training calendar allowing districts to sign up for Train-the-Trainer webinars offered on a continual basis at a date and time that suits their particular needs and implementation schedule.

These webinars can be attended by up to 150 key staff members. The Train-the-Trainer Webinars last approximately 1 hour and cover the following topics:

- The vision and purpose of CrisisAlert™
- Overview of the Badge and its uses
- Activating Staff and Campus-Wide Alerts
- Utilizing the Mobile Notification App
- System Setup

You will also be giving access to a recording of all training sessions which may be used to provide refresher training or train staff hired after the project is completed. Our full service, virtual resource center will also be made available to your district. This online tool provides on demand training videos, how-to videos, user guides, presentations etc and can be incorporated into your ongoing training or be used by staff as they need additional job aids/training.

The Customer Support desk is open for direct calls from designated district and Department staff. Email to the support desk is also available as a resource.

Equipment Specs

CrisisAlert™ Product Specs



CrisisAlert™ Badge*

Designed for instant accessibility and multi-function wireless communication capability, the Smart Alert Badge is an ID/Access Card-size wearable alert device with two levels of alerts.

- Communication: Bluetooth™ 5.0 (BLE)
- Power: 800mAH Lithium Polymer Battery 3.7v
- Transmission Range: up to 800 feet maximum (LOS)
- Net Weight: 20.0g
- Size: 90 x 60 x 4.7 mm



CrisisAlert™ Strobe

The battery-powered Alert Strobe provides locating capability and high-intensity multi-color visual alerting to ensure building occupants clearly understand what's happening and what they need to do.

- Communication: Bluetooth™ 5.0 (BLE)
- Power: 6600mAH Lithium Polymer Battery 3.7v
- Transmission Range: up to 800 feet maximum (LOS)
- Net Weight: 225.0g
- Size: 95 x 95 x 45 mm



CrisisAlert™ Hub*

The Alert Hub receives alert information from a wearable device and communicates the alert to all the other Alert Hubs through redundant and encrypted communication protocols.

- Communication: Bluetooth™ 5.0 (BLE), Proprietary Zigbee™ Long Range
- Power: 12v DC, 500mAH Lithium Polymer Battery 3.7v (Backup)
- Transmission Range: up to 800 feet maximum (LOS)
- Net Weight: 185.0g
- Size: 140 x 100 x 30 mm



CrisisAlert™ Gateway*

The gateway is a headend device that coordinates our private, proprietary mesh network, and is responsible for the internet/cloud communication and monitoring the network. Includes a 7" touchscreen display for configuration and alert status.

- Communication: Proprietary Zigbee™ Long Range, Ethernet
- Processor: Cortex-A53 (ARMv8) 64-bit SoC @ 1.4GHz
- Operating System: Linux
- Power: 12v DC (UPS Backup Available)
- Transmission Range: up to 800 feet maximum (LOS)
- Net Weight: 360.0g
- Size: 200 x 120 x 50 mm

*Denotes equipment designated for use in FL BOE Proposal

RESPONDENT'S MANAGEMENT PLAN

Administration and Management

The CENTEGIX™ organizational structure is a functional organization structure whereby employees are organized according to their specific skills and their corresponding function in the company. Each separate department is independently managed for the most part and allows employees to focus on their role. This structure also encourages specialization, assists internal teams and departments to feel self-determined, and is easily scalable. Additionally, cross functional meetings are consistently held to discourage silos.

This type of organizational and management structure fosters efficient and collaborative decision making and execution of company strategy. This flexibility enables CENTEGIX™ to control costs by reducing levels of bureaucracy, as well as having control over supply chain management, inventory control, installation procedures and implementation steps. Also, CENTEGIX™ manages costs internally and has proposed a pricing structure whereby the cost to the district is set and can be adhered to.

Reliability of services is primarily realized through the proactive monitoring techniques employed by CENTEGIX™. Each piece of hardware utilized in the CrisisAlert™ solution is remotely monitored 24/7 for battery life and performance. In case of hardware malfunction, notification is made immediately to the school site to discuss resolution. However, due to the advanced nature of the solution, the CrisisAlert™ solution can continue to function even if power is lost or the network goes offline. Our powerful analytics engine captures incident data, providing the information needed to identify and track trends, and identify other measures to increase safety and security.

Project coordination and communication is essential. The mutually agreed upon CENTEGIX™ project manager shall be the primary point of contact and ensure deadlines are met and proper documentation is provided, including an executive summary in an agreed-upon format between CENTEGIX™ and the FLDOE provided to the Department's contract manager and designees detailing project status and current obstacles. Bi-weekly updates per the Department's request shall be provided, including mutually agreed upon reports to provide additional information to determine project status and progress. Additionally, the project manager shall notify the Department's project manager of any issues through the project should they arise. Likewise, each district that utilizes the CrisisAlert™ solution shall have an assigned project manager from the CENTEGIX™ Customer Support team.

Identification of Key Personnel

CENTEGIX™ key personnel assigned to this project are listed below with associated resumes following on subsequent pages. CENTEGIX™ agrees to not voluntarily change key personnel without prior approval of the Department.

Brent Cobb - President

- Mr Cobb will serve as the Executive Liaison and Contract Manager for this project. 40% of his time will be spent on the project, with a majority at the outset during negotiations and annual plan design.

Fran Timothy - VP, Customer Experience

- Ms. Timothy will serve as the Training and Implementation coordinator for this project. 50% of her time will be spent on the project within the areas of implementation and training oversight and coordination.

Clayton Burr - Manager of Strategic Accounts

- Mr. Burr will serve as the primary Project Manager. 100% of his time will be spent on the overall coordination and execution of this project with the Department and districts.

Michael Dooley - VP, Supply Chain

- Mr. Dooley will serve as the Operations and Installation coordinator. 50% of his time will be spent procuring all needed equipment and coordinating the installation aspects of CrisisAlert™ within the participating districts.

Dean Olds - VP, Innovation and Strategy

- Mr. Olds will serve as the Product Innovation & Strategy liaison providing technical guidance and facilitating enhancement and product innovation discussions with the Department and participating districts. 25% of his time will be dedicated to this project.

Adam Williams - VP, Product and Software

- Mr. Adams will serve as the primary software developer and software/hardware monitor of each CrisisAlert™ installation. 25% of his time will be dedicated to this project.

Mary Ford - VP, Marketing

- Ms. Ford will serve as the Marketing liaison to promote the overall benefit of the partnership between CENTEGIX™ and the Department, as well as participating districts. 10% of her time will be dedicated to this project.

Matthew Stevens

As Chief Executive Officer, Matthew is responsible for the overall vision and direction of CENTEGIX™. His extensive experience as a CEO, entrepreneur, board member and Director of Technology in a wide variety of technology related organizations provide Matthew with extensive experience in leading organizations to maximize their impact within numerous business verticals

Work Experience

CENTEGIX CEO	Dec. 2019 - Current
Corvado CEO/Board of Directors	Nov. 2018 - May 2020
CloudVault.co Board Chairman/Interim CEO	Aug. 2004 - Nov. 2018
Cbeyond VP Marketing/VP Professional Services	March 2012 - Aug. 2014

Education

State University of New York, College at Fedonia BSCS, Computer Sciences; Management	1993
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Brent Cobb

As President, Brent directly oversees the day-to-day operations at CENTEGIX™, including strategic operations, financial management and corporate strategic execution. Brent has served in a variety of executive roles throughout his career including Chief Revenue Officer and Executive Vice-President of Strategy and Services.

Work Experience

CENTEGIX President	June 2019 - Current
Cybraics President & Chief Revenue Officer	Dec. 2014 - April 2017
Cbeyond President & Chief Revenue Officer	2005 - July 2014
SK-EarthLink/Helio EVP, Strategy & Services	Feb. 2000 - Sept. 2005

Education

Emory University - Goizueta Business School MBA, International Finance, Macroeconomics	1998
Clemson University BS, Mechanical Engineering	1993

Fran Timothy

Fran Timothy holds the position of VP of Customer Success for CENTEGIX™. In this role, she is responsible for defining long-term organizational strategic goals as they relate to the customer experience, building key customer relationships through on-boarding, training, engagement and support. She is a lifelong customer advocate driving improvements across companies by leveraging process and operational efficiencies as well as establishing measurable action plans to drive continuous improvement across the customer lifecycle. Prior to joining CENTEGIX™, Fran utilized her expertise in various strategic roles with technology companies, including program management, product management, operations and portfolio management.

WORK EXPERIENCE

CENTEGIX™: Atlanta, GA**March 2019 - Present**

VP, Customer Success

Responsible for defining long-term organizational strategic goals as they relate to the customer experience, building key customer relationships through on-boarding, training, engagement and support

Elavon: Atlanta, GA**Oct 2014 - March 2019**

VP, Global Portfolio Optimization

Responsible for supporting large transformation programs and establishing short term and long term action plans, in order to operationalize the strategy.

Cbeyond, Inc: Atlanta, GA**Sept 2000 - Aug 2014**

Sr. Director Product Execution

Identify critical product KPI's and their trends to design recommendations for improvement in support, process flow, training, customer communication and develop business cases for OSS automation

Intermedia Communications: Atlanta, GA**Aug 1999 - Sept 2000**

Regional Account Manager

Managed cross-functional teams to meet customer necessities; developed and implemented large service migration plans. Managed and executed large project exceeding 15 million accounts across several technology platforms.

Business Telecom : Atlanta, GA**Aug 1999 - Jan 1990**

Indirect Channel Operations – Sr. Agent Support Specialist
Hired, developed, trained and supervised all consultant and indirect sales staff members; created goals to meet corporate revenue targets.

EDUCATION

Clemson University	1989
BS- Management	



Clayton J. Burr

Clayton Burr is a Strategic Account Manager who is responsible for assuring quality implementation for our strategic clients. He supervises and organizes activities and tasks to ensure project completion and that project goals align with the company's objectives while working closely with the Customer Support team to ensure product success. Prior, Clayton has gained experience operating and managing small businesses.

Education

CENTEGIX ™: Atlanta, GA Strategic Account Manager	Jan. 2017 - Present
Mutty Paws Boarding & Grooming: Watkinsville, GA General Manager	Nov. 2015 - Dec. 2016
Branded Butcher: Athens, GA Front of House Manager Assistant Manager	May 2014 - Nov. 2015
Chops & Hops: Watkinsville, GA Front of House Manager Trainer	Feb. 2011 - April 2014
DNB Pressure Washing: Athens, GA Owner and Operator	Jan. 2008 - June 2011

Education

University of North Georgia	2016
Georgia Perimeter College	2015

Michael V. Dooley

Michael Dooley is the VP Supply Chain overseeing Centegix, installations and hardware procurement. Previously, Michael led sales, marketing and operations for Athens Marine and Butler Landscape and Design.

WORK EXPERIENCE

CENTEGIX™: Athens, GA Vice-President of Operations	Oct. 2016 - Present
ATHENS MARINE: Athens, GA Sales, Marketing and Operations Manager	Jan. 2014 - Sept. 2016
BUTLER LANDSCAPE AND DESIGN: Athens, GA Sales, Marketing, Operations and Efficiency Manager	July 2011 – Dec. 2013
GROUND CONTROL SERVICES: Athens, GA Owner and Operator	March 2010 – June 2011
DNB PRESSURE WASHING: Athens, GA Owner and Operator	Jan. 2008 – June 2011

EDUCATION

ATHENS TECHNICAL COLLEGE	2017
NORTH GEORGIA COLLEGE	2012



Dean Olds

Dean Olds manages Product Innovation and Strategy. He was the founder and visionary of the alert technology prior to it being acquired by CENTEGIX™. A serial entrepreneur, his solutions are in thousands of classrooms and commercial buildings across the Country. Dean is responsible for elevating our customer experience by providing leadership in product development, strategic direction and partnerships, and the overall execution of delivering our intuitive and impactful product offerings.

Work Experience

CENTEGIX™ :Atlanta, GA Product Innovation and Strategy Project Manager	Aug. 2018 - Present
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AlertPoint, LLC: Kennesaw, GA Founder of Technology used in AlertPoint	Jan. 2017 - Aug. 2018
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RoomPro Technologies, Inc: Canton, GA President - Founder of Classroom Control and Security Products	May 2005 - Present
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MCSi: Nashville, TN Director of Online AV Services (Projector.com)	Feb. 2003 - May 2005
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Dell, LP: Nashville, TN Sales Consultant	Sept. 2000 - April 2002
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Education

Wisconsin School of Electronics (now Herzing University)	2003
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Jonathan “Adam” Williams

As VP of Product and Software Development Adam directs all CENTEGIX™ Product and software efforts and has been working with the company since the inception of CENTEGIX™ Classroom video solution. A Georgia native who co-founded and managed a successful Software company for 10 years prior to CENTEGIX™, Adam has architected and built a number of successful SaaS based products during his technology career.

Work Experience

Stellar IMS: Atlanta, GA	March 2012 - April 2018
Co-Founder and Chief Technical Officer	
Responsible for development and architecture of the SaaS solution and deployment.	

WHITE SUNRISE LLC: Atlanta, GA	August 2008 - April 2018
Co-Founder and Chief Technical Officer	
Built and grew a team from 2 to 20 people and was in charge of architecting and leading all large projects during that time.	

Education

Georgia Institute of Technology	2011
Bachelor of Science in Business Administration	



Mary Ford

As the Chief Marketing Officer and SVP of Sales Enablement, Mary oversees the development and implementation of all marketing, promotional and sales outreach strategies of the company. Additionally, in consultation with all sales executives, she plans and executes communications programs across all business verticals at CENTEGIX™. She combines strategy and rigorous execution to facilitate collaborative cross-functional alignment. Excelling in energetic and fast-paced environments, Mary prides herself on the ability to solve complex problems and leverage technology solutions to stimulate growth.

Work Experience

CENTEGIX™ Chief Marketing Officer and SVP of Sales Enablement	Oct. 2019 - Current
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Springbot Chief Operating Officer Directed sales, customer success and operations functions and responsible for annual operating plan.	Sept. 2017 - April 2019
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Secureworks Sales Strategy and Operations Led sales planning and strategy including territory planning, quota plan development, budgeting and financial management, and compensation design.	Nov. 2014 - Sept. 2017
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Cbeyond Vice President Sales Enablement & Operations Delivered operations functions for ~1000 sales reps, all channels: sales recruiting, sales engineering, sales efficiency, sales compensation, results reporting and analysis, pricing desk, budget management.	May 2000 - July 2014
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Education

Georgia Washington University Master of Arts, Telecommunications	1997
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University of Virginia Bachelor of Arts, Economics	1990
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APPENDIX I - CASE STUDIES

CAMPUS-WIDE LOCKDOWN

INCIDENT PROFILE:

- On 11/20/2019, Douglas County High School officials received an anonymous phone threat: "We're coming to shoot up the school."

THE RESPONSE:

- A staff member used his CrisisAlert™ badge to initiate a campus wide alert, which allowed the staff to lock down the campus and immediately notify administrators and law enforcement.
- The alert included announcements over the intercom flashing strobes and desktop takeovers.
- The school was on a lockdown for more than an hour.
- Throughout the lockdown, teachers and administrators remained calm and responded appropriately.
- All students remained safely in their classrooms and cooperated throughout the lockdown.
- The police searched the campus and determined there was no threat.
- The lockdown was lifted and the school resumed normal operations.



"By working within CENTEGIX™ Crisis Alert System, I am more informed as a superintendent. I can pinpoint the exact location of any crisis inside the school at the exact time an alarm is triggered. This notification system doesn't just notify me, it locks down the entire school. At the same time, this system is communicating to first responders the exact location of the emergency. This new technology gives me peace of mind in knowing that help is on the way and allows me to be supportive, but not intrusive."



Douglas County School System

CENTEGIX CUSTOMER SINCE MAY 2019

26,600

students
& staff

35

schools

17th

largest district
in Georgia

"The Crisis Alert System was activated by one of our staff pressing his badge which gave notification throughout the school of the cause for concern. In terms of the notification, we heard it over the intercom, the strobes lit up and it came up on the the smart boards and monitors in the classroom and throughout the school. We were all made aware and the teachers responded appropriately."

James Strong, Head of Security



WHY CENTEGIX?



IMMEDIATE NOTIFICATION

With the simple push of a button, alerts instantly reach responders.



TOTAL CAMPUS COVERAGE

Badges allow alerts to be triggered from any corner of campus, whether inside a classroom or outside at the edge of the athletic field.



LOCATION ACCURACY

Our innovative technology determines the location of the alert, down to the room-level.



AUDIO AND VISUAL NOTIFICATION

Campus-wide alerts communicate emergency information using colored strobe lights, desktop alerts and intercom integration.

CAMPUS-WIDE LOCKDOWN

INCIDENT PROFILE:

On Thursday, February 27th, 2020, a disgruntled staff member from the transportation department threatened other employees with a loaded firearm after being terminated. This potentially violent incident occurred in the transportation office, a building close to the middle school.

THE RESPONSE:

- Employees in the transportation office used radios to call 911 and to report that there was a gun on campus.
- The School Resource Officer was monitoring radio traffic and heard the messages from the transportation office. She used her CrisisAlert™ badge to initiate a campus-wide lockdown of the middle school. This notified staff and administrators of the need to shelter-in-place and to secure the campus.
- The campus-wide lockdown was communicated via intercom, colored strobes, and desktop takeovers.
- The firearm was never discharged and no one was seriously injured.
- All students remained safely in their classrooms and cooperated throughout the lockdown.
- The disgruntled transportation employee was arrested by the sheriff and the lockdown was lifted, allowing students and staff to resume their normal activities.



"The School Resource Officer from the Gilmer County Sheriff's Office stationed at Clear Creek Middle School adjacent to the transportation facility was able to use the CENTEGIX™ CrisisAlert System to place the school in lockdown instantly and respond immediately to arrest the individual."

Dr. Shanna Downs, Gilmer Schools Superintendent



Gilmer County School System
CENTEGIX CUSTOMER SINCE DECEMBER 2018

4,389

students
& staff

6

schools

92%

average
graduation rate

"The combination of having a School Resource Officer and the use of the CENTEGIX CrisisAlert System has proven invaluable to the safety and security of all students and staff in the Gilmer County school district. Having immediate notification of a potential threat on campus allowed us to act quickly, ensuring that all students and staff remained safe."

Teacher, Gilmer County Public Schools



WHY CENTEGIX?



IMMEDIATE NOTIFICATION

With the simple push of a button, alerts instantly reach responders.



TOTAL CAMPUS COVERAGE

Badges allow alerts to be triggered from any corner of campus, whether inside a classroom or outside at the edge of the athletic field.



LOCATION ACCURACY

Our innovative technology determines the location of the alert, down to the room-level.



AUDIO AND VISUAL NOTIFICATION

Campus-wide alerts communicate emergency information using colored strobe lights, desktop alerts and intercom integration.

APPENDIX II - MARKETING COLLATERAL

Some options shown are for the full comprehensive version of CrisisAlert™ offered as part of the two District Upgrade Options included within the pricing reply.

CrisisAlert Solution Brief



CrisisAlert™

**“HOW CAN I BRING THE
BEST-CASE RESPONSE TO THE
WORST-CASE SCENARIO?”**

SCHOOL SAFETY: IMMEDIATE ACTION REQUIRED

Parents, teachers, staff, superintendents and law enforcement all recognize school emergency preparedness as one of today's most pressing educational issues. Medical emergencies, student altercations, unauthorized visitors, suspicious activity and similar situations occur daily in school systems. In critical moments, simplicity and speed are crucial to effective response. Teachers and administrators must be empowered to direct help to where it is needed — easily and quickly — because in a crisis, **every second matters.**

CENTEGIX™ CrisisAlert™: SMART SCHOOL SAFETY MADE SIMPLE

With teachers and staff in mind, we designed a solution that routes requests for help to key personnel instantly, with precise location information. Every staff member receives a smart CrisisAlert badge, which has only one function: to empower the wearer to quickly and discreetly activate an alert. The badge vibrates to confirm receipt of the alert.

The moment an alert is triggered, CrisisAlert immediately provides clear and critical information to all impacted personnel. Its features include:



Immediate notification. With the simple push of a button, alerts instantly reach responders.



Location accuracy. Our innovative technology determines the location of the alert, down to the room-level.



Total campus coverage. Badges allow alerts to be triggered from any corner of campus, whether inside a classroom or outside at the edge of the athletic field.



Audio and visual notification. Campus-wide alerts communicate emergency information using colored strobe lights, desktop alerts and intercom integration.

**“IMPLEMENTING THE
CENTEGIX CrisisAlert
SOLUTION IS THE BIGGEST
NO-BRAINER I’VE EVER
SEEN IN EDUCATION.”**

— Dr. John Jackson, Superintendent,
Jefferson City Schools, GA



700+
Schools protected



160,000
Devices deployed



600,000
Students and staff protected

CrisisAlert Solution Brief

"WE CALL IT A FORCE MULTIPLIER: PUTTING THIS TECHNOLOGY IN THE HANDS OF MORE THAN 25,000 EMPLOYEES GIVES ME 25,000 SETS OF EYES TO HELP KEEP CAMPUSES SAFE."

– Chief John Newman, Director of Safety and Security,
Hillsborough County Public Schools, FL



40%

of teachers say their school
is not well-protected



34%

of parents worry their
children are unsafe at school

HOW WE BRING SAFETY TO EVERY CORNER OF CAMPUS

The CrisisAlert platform is an Internet-of-Things (IoT) crisis management solution which uses a powerful blend of hardware, software, and wireless technologies to ensure fast, accurate and reliable emergency communication and campus-wide protection. Instant communication through visual cues and audio integration enable rapid response to any incident or crisis, anywhere on a school's campus.



"IT EMPOWERS THE TEACHERS TO BE IN CONTROL OF THE SAFETY OF THEIR ROOMS. THEY CAN SUMMON A PRINCIPAL AT THE PUSH OF A BUTTON: WE KNOW WHERE, AND WE KNOW WHO. THAT IS POWERFUL TECHNOLOGY."

– Superintendent Trent North, Douglas County School System, GA

EVERY SECOND MATTERS
WWW.CENTEGIX.COM

2000 Riveredge Pkwy, Suite 100 Atlanta, GA 30328

(800) 950-9202

info@centegix.com

www.centegix.com



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Suite 100
Atlanta, GA 30328

Telephone: (800) 950-9202
E-mail: info@centegix.com
Website: www.centegix.com



PROPOSAL FOR FLORIDA DEPARTMENT OF EDUCATION

PART II PRICE REPLY NUMBER ITN 2021-31
CENTEGIX
MATTHEW STEVENS
(800) 950-920

RESPONDENT'S PRICE REPLY

We propose to provide the services being solicited within the specifications of ITN 2021-31. All work shall be performed in accordance with this ITN, which has been reviewed and understood. The below prices are all inclusive. Payment for services will be made based on the deliverables and dates specified in contract. There shall be no additional costs charged for work performed under this ITN.

ORIGINAL CONTRACT TERM YEAR #1	\$ 7,336,100	
ORIGINAL CONTRACT TERM YEAR #2	\$ 6,395,100	
ORIGINAL CONTRACT TERM YEAR #3	\$ 6,395,100	
ORIGINAL CONTRACT YEAR 1-3 TOTAL		\$ 20,126,300
RENEWAL YEAR #1	\$ 1,500,000	
RENEWAL YEAR #2	\$ 1,500,000	
RENEWAL YEAR #3	\$ 1,500,000	
RENEWAL YEAR 1-3 TOTAL		\$ 4,500,000
GRAND TOTAL		\$ 24,626,300 *

*POINTS AWARDED WILL BE BASED ON THIS PRICE

Deliverable prices on the Supplemental tab should equal the above amounts.

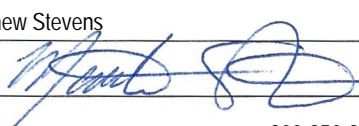
SIGN BELOW. UNSIGNED OFFERS MAY NOT BE CONSIDERED.

VENDOR NAME: CENTEGIX

MAILING ADDRESS: 2000 Riveredge Pkwy, Suite 100

CITY/STATE/ZIP: Atlanta, GA 30328

AUTHORIZED AGENT (typed): Matthew Stevens

AUTHORIZED AGENT (manual): 

DATE: 10-02-2020 TELEPHONE: 800-950-9202 FAX: _____

E-MAIL ADDRESS: sales@centegix.com

Respondents should complete the pricing per deliverable based on the Scope of Work, established deliverables, evidence of completion and deliverable due date(s) as specified in the ITN. The deliverable pricing information contained in this supplement will not be used for evaluation purposes, but may be used for future contract amendments and negotiations. In addition, non-pricing deliverable information included in the Technical Reply may be used in the evaluation of the Reply.

ORIGINAL CONTRACT TERM (YEAR 1 - 3)			
DELIVERABLE	FL ITN CrisisAlert	District Upgrade Option 1	District Upgrade Option 2
Provide a comprehensive annual plan that describes the required services to the Department to include: <ul style="list-style-type: none"> • Program requirements and enhancements • Schedule of all contract activities • Security requirements as approved by the Department, including a system security plan 	\$404,300 (Year 1) \$134,300 (Year 2) \$134,300 (Year 3)	\$ Included in quoted price	\$ Included in quoted price
Complete an evaluation of the following for school districts and charter school governing boards: <ul style="list-style-type: none"> • Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law • Identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law • Work with the Department to develop a phased project plan to ensure project completion by August 1, 2021. 	\$455,500 (Year 1) \$105,500 (Year 2) \$105,500 (Year 3)	\$ Included in quoted price	\$ Included in quoted price
Implement the approved phased project plan to ensure project completion by August 1, 2021 that adheres to the requirements outlined in the scope of work.	\$6,024,800 (Year 1) \$6,024,800 (Year 2) \$6,024,800 (Year 3)	\$ Included in quoted price	\$ Included in quoted price
Provide online training and user guide(s) to end users and administrators on the use of the mobile panic alert system.	\$451,500 (Year 1) \$130,500 (Year 2) \$130,500 (Year 3)	\$ Included in quoted price	\$ Included in quoted price
Scheduled system testing across devices on the system <ul style="list-style-type: none"> • After each product update/release and/or; • Quarterly 	\$ Included for all years	\$ Included in quoted price	\$ Included in quoted price
CENTEGIX ADDED DELIVERABLES BELOW			
Coverage Area	Indoor and Outdoor \$ Included in quoted price	Indoor and Outdoor \$ Included in quoted price	Indoor and Outdoor \$ Included in quoted price
Network Elements	<ul style="list-style-type: none"> • Badges • Hubs • Mobile Phone App using existing Wi-Fi and Cellular \$ Included in quoted price	Add locating devices in all rooms, hallways, media centers, cafeterias, offices, common areas, and all outdoor fields and playgrounds to provide precision accuracy. Leverage existing access point infrastructure with Bluetooth interfaces and/or add devices via	<ul style="list-style-type: none"> • Badges • Hubs • Strobes • Locating Beacons • Solar Kits • Intercom Interface • Video

		installation application with certified coverage mapping.	<ul style="list-style-type: none"> Two-Way Gateway with dedicated, proprietary network
Locating Devices	<ul style="list-style-type: none"> Primary: hubs Secondary: mobile devices 	<ul style="list-style-type: none"> Primary: hubs and locating beacons Secondary: mobile devices" 	<ul style="list-style-type: none"> Primary: hubs, strobes, and locating beacons Secondary: mobile devices"
Integration Devices	Video and two-way radio interfaces to 911 via Mutualink integration; inter-agency response capability through Mutualink integration	Video and two-way radio interfaces to 911 via Mutualink integration; inter-agency response capability through Mutualink integration; support for Wi-Fi enabled Bluetooth devices	Video and two-way radio interfaces to 911 via Mutualink integration; inter-agency response capability through Mutualink integration; support for Wi-Fi enabled Bluetooth devices; desktop takeover; automated intercom integration; visual strobe lights; full district-wide protocol mapping and delivery
Map of school with detailed coverage overlay for badges (down to the foot); leveraged by responders to know precise location and all ingress/egress locations	Included with response	Included with response	Included with response
Proactive management and remote 24/7 monitoring	All devices monitored every 1 min to 2 hours (depending on device)	All devices monitored every 1 min to 2 hours (depending on device)	All devices monitored every 1 min to 2 hours (depending on device)
Setup (one-time per site)	Included with response	Add \$1,000 to FL ITN Price	Add \$1,500 to FL ITN Price
Annual Cost	Included with response	Add \$1,000 to FL ITN Price	Add \$5,000 to FL ITN Price
Contact-tracing for teachers and staff (optional for students – if badge supplied optional for any package	+\$1,000/site/yr	+\$1,000/site/yr	+\$1,000/site/yr

RENEWAL YEAR 1			
DELIVERABLE	FL ITN CrisisAlert	District Upgrade Option 1	District Upgrade Option 2
Provide a comprehensive annual plan that describes the required services to the Department to include: • Program requirements and enhancements • Schedule of all contract activities Security requirements as approved by the Department, including a system security plan	\$37,500	\$ Included in quoted price	\$ Included in quoted price
Complete an evaluation of the following for school districts and charter school governing boards: • Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law • Identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law • Work with the Department to develop a phased project plan to ensure project completion by August 1, 2021.	\$22,500	\$ Included in quoted price	\$ Included in quoted price
Implement the approved phased project plan to ensure project completion by August 1, 2021 that adheres to the requirements outlined in the scope of work.	\$1,410,000	\$ Included in quoted price	\$ Included in quoted price
Provide online training and user guide(s) to end users and administrators on the use of the mobile panic alert system.	\$30,000	\$ Included in quoted price	\$ Included in quoted price
Scheduled system testing across devices on the system • After each product update/release and/or; Quarterly	\$ Included	\$ Included in quoted price	\$ Included in quoted price
CENTEGIX ADDED DELIVERABLES BELOW			
Coverage Area	Indoor and Outdoor \$ Included in quoted price	Indoor and Outdoor \$ Included in quoted price	Indoor and Outdoor \$ Included in quoted price
Network Elements	• Badges • Hubs • Mobile Phone App using existing Wi-Fi and Cellular \$ Included in quoted price	Add locating devices in all rooms, hallways, media centers, cafeterias, offices, common areas, and all outdoor fields and playgrounds to provide precision accuracy. Leverage existing access point infrastructure with Bluetooth interfaces and/or add devices via installation application with certified coverage mapping.	• Badges • Hubs • Strobes • Locating Beacons • Solar Kits • Intercom Interface • Video • Two-Way • Gateway with dedicated, proprietary network
Locating Devices	• Primary: hubs • Secondary: mobile devices	• Primary: hubs and locating beacons • Secondary: mobile devices"	• Primary: hubs, strobes, and locating beacons • Secondary: mobile devices"
Integration Devices	Video and two-way radio interfaces to 911 via Mutualink integration; inter-agency response capability through Mutualink integration	Video and two-way radio interfaces to 911 via Mutualink integration; inter-agency response capability through Mutualink integration; support for Wi-Fi enabled Bluetooth devices	Video and two-way radio interfaces to 911 via Mutualink integration; inter-agency response capability through Mutualink integration; support for Wi-Fi enabled Bluetooth devices; desktop

			takeover; automated intercom integration; visual strobe lights; full district-wide protocol mapping and delivery
Map of school with detailed coverage overlay for badges (down to the foot); leveraged by responders to know precise location and all ingress/egress locations	Included with response	Included with response	Included with response
Proactive management and remote 24/7 monitoring	All devices monitored every 1 min to 2 hours (depending on device)	All devices monitored every 1 min to 2 hours (depending on device)	All devices monitored every 1 min to 2 hours (depending on device)
Setup (one-time per site)	Included with response	Add \$1,000 to FL ITN Price	Add \$1,500 to FL ITN Price
Annual Cost	Included with response	Add \$1,000 to FL ITN Price	Add \$5,000 to FL ITN Price
Contact-tracing for teachers and staff (optional for students – if badge supplied optional for any package	+\$1,000/site/yr	+\$1,000/site/yr	+\$1,000/site/yr
TOTAL RENEWAL YEAR 1	\$1,500,000		

RENEWAL YEAR 2			
DELIVERABLE	FL ITN CrisisAlert	District Upgrade Option 1	District Upgrade Option 2
Provide a comprehensive annual plan that describes the required services to the Department to include: • Program requirements and enhancements • Schedule of all contract activities Security requirements as approved by the Department, including a system security plan	\$37,500	\$ Included in quoted price	\$ Included in quoted price
Complete an evaluation of the following for school districts and charter school governing boards: • Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law • Identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law • Work with the Department to develop a phased project plan to ensure project completion by August 1, 2021.	\$22,500	\$ Included in quoted price	\$ Included in quoted price
Implement the approved phased project plan to ensure project completion by August 1, 2021 that adheres to the requirements outlined in the scope of work.	\$1,410,000	\$ Included in quoted price	\$ Included in quoted price
Provide online training and user guide(s) to end users and administrators on the use of the mobile panic alert system.	\$30,000	\$ Included in quoted price	\$ Included in quoted price
Scheduled system testing across devices on the system • After each product update/release and/or; Quarterly	\$ Included	\$ Included in quoted price	\$ Included in quoted price
CENTEGIX ADDED DELIVERABLES BELOW			
Coverage Area	Indoor and Outdoor \$ Included in quoted price	Indoor and Outdoor \$ Included in quoted price	Indoor and Outdoor \$ Included in quoted price
Network Elements	• Badges • Hubs • Mobile Phone App using existing Wi-Fi and Cellular \$ Included in quoted price	Add locating devices in all rooms, hallways, media centers, cafeterias, offices, common areas, and all outdoor fields and playgrounds to provide precision accuracy. Leverage existing access point infrastructure with Bluetooth interfaces and/or add devices via installation application with certified coverage mapping.	• Badges • Hubs • Strobes • Locating Beacons • Solar Kits • Intercom Interface • Video • Two-Way • Gateway with dedicated, proprietary network
Locating Devices	• Primary: hubs • Secondary: mobile devices	• Primary: hubs and locating beacons • Secondary: mobile devices"	• Primary: hubs, strobes, and locating beacons • Secondary: mobile devices"
Integration Devices	Video and two-way radio interfaces to 911 via Mutualink integration; inter-agency response capability through Mutualink integration	Video and two-way radio interfaces to 911 via Mutualink integration; inter-agency response capability through Mutualink integration; support for Wi-Fi enabled Bluetooth devices	Video and two-way radio interfaces to 911 via Mutualink integration; inter-agency response capability through Mutualink integration; support for Wi-Fi enabled Bluetooth devices; desktop

			takeover; automated intercom integration; visual strobe lights; full district-wide protocol mapping and delivery
Map of school with detailed coverage overlay for badges (down to the foot); leveraged by responders to know precise location and all ingress/egress locations	Included with response	Included with response	Included with response
Proactive management and remote 24/7 monitoring	All devices monitored every 1 min to 2 hours (depending on device)	All devices monitored every 1 min to 2 hours (depending on device)	All devices monitored every 1 min to 2 hours (depending on device)
Setup (one-time per site)	Included with response	Add \$1,000 to FL ITN Price	Add \$1,500 to FL ITN Price
Annual Cost	Included with response	Add \$1,000 to FL ITN Price	Add \$5,000 to FL ITN Price
Contact-tracing for teachers and staff (optional for students – if badge supplied optional for any package	+\$1,000/site/yr	+\$1,000/site/yr	+\$1,000/site/yr
TOTAL RENEWAL YEAR 1	\$1,500,000		

RENEWAL YEAR 3			
DELIVERABLE	FL ITN CrisisAlert	District Upgrade Option 1	District Upgrade Option 2
Provide a comprehensive annual plan that describes the required services to the Department to include: • Program requirements and enhancements • Schedule of all contract activities Security requirements as approved by the Department, including a system security plan	\$37,500	\$ Included in quoted price	\$ Included in quoted price
Complete an evaluation of the following for school districts and charter school governing boards: • Public school sites with existing technology and infrastructure in place at the time of the contract execution that meet the requirements for this project as specified under state law • Identify current gaps in infrastructure and technology at public school sites needed to meet the requirements for this project as specified under state law • Work with the Department to develop a phased project plan to ensure project completion by August 1, 2021.	\$22,500	\$ Included in quoted price	\$ Included in quoted price
Implement the approved phased project plan to ensure project completion by August 1, 2021 that adheres to the requirements outlined in the scope of work.	\$1,410,000	\$ Included in quoted price	\$ Included in quoted price
Provide online training and user guide(s) to end users and administrators on the use of the mobile panic alert system.	\$30,000	\$ Included in quoted price	\$ Included in quoted price
Scheduled system testing across devices on the system • After each product update/release and/or; Quarterly	\$ Included	\$ Included in quoted price	\$ Included in quoted price
CENTEGIX ADDED DELIVERABLES BELOW			
Coverage Area	Indoor and Outdoor \$ Included in quoted price	Indoor and Outdoor \$ Included in quoted price	Indoor and Outdoor \$ Included in quoted price
Network Elements	• Badges • Hubs • Mobile Phone App using existing Wi-Fi and Cellular \$ Included in quoted price	Add locating devices in all rooms, hallways, media centers, cafeterias, offices, common areas, and all outdoor fields and playgrounds to provide precision accuracy. Leverage existing access point infrastructure with Bluetooth interfaces and/or add devices via installation application with certified coverage mapping.	• Badges • Hubs • Strobes • Locating Beacons • Solar Kits • Intercom Interface • Video • Two-Way • Gateway with dedicated, proprietary network
Locating Devices	• Primary: hubs • Secondary: mobile devices	• Primary: hubs and locating beacons • Secondary: mobile devices"	• Primary: hubs, strobes, and locating beacons • Secondary: mobile devices"
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			takeover; automated intercom integration; visual strobe lights; full district-wide protocol mapping and delivery
Map of school with detailed coverage overlay for badges (down to the foot); leveraged by responders to know precise location and all ingress/egress locations	Included with response	Included with response	Included with response
Proactive management and remote 24/7 monitoring	All devices monitored every 1 min to 2 hours (depending on device)	All devices monitored every 1 min to 2 hours (depending on device)	All devices monitored every 1 min to 2 hours (depending on device)
Setup (one-time per site)	Included with response	Add \$1,000 to FL ITN Price	Add \$1,500 to FL ITN Price
Annual Cost	Included with response	Add \$1,000 to FL ITN Price	Add \$5,000 to FL ITN Price
Contact-tracing for teachers and staff (optional for students – if badge supplied optional for any package	+\$1,000/site/yr	+\$1,000/site/yr	+\$1,000/site/yr
TOTAL RENEWAL YEAR 1	\$1,500,000		