Clear Form

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
SCHOOL BOARD ADMINISTRATION BUILDING
1450 Northeast Second Avenue
Miami, FL 33132

Direct all inquiries to Procurement Management Services.

BUYER NAME: Harry Eschbach

E-MAIL ADDRESS: eschbachh@dadeschools.net

PHONE: (305) 995-1358

FAX NUMBER: (305) 523-3361

TDD PHONE: (305) 995-2400

BIDDER QUALIFICATION FORM

BID NO. 002-LL04

BID TITLE Computer Equipment & Internet Service

Bids will be accepted until 2:00 PM on August 17, 2010 in room 351, School Board Administration Building, 1450 NE 2nd Avenue, Miami, FL 33132, at which time they will be publicly opened. Bids may not be withdrawn for 120 days after opening. (Refer to Instructions to Bidders, para. IV.B.)

The submission of the bid by the vendor, acceptance and award of the bid by The School Board of Miami-Dade County, Florida, and subsequent purchase orders issued against said award shall constitute a binding, enforceable contract. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued.

I. BIDDER CERTIFICATION AND IDENTIFICATION

A. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid; and I certify that I am authorized to sign this bid for the bidder.

B. Vendor certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

C. I certify agreement with the School Board of Miami-Dade County Business Code of Ethics, and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures. (School Board Rule 6Gx13-3F-1.025)

D. I certify that I, nor my company or its principals, or any wholly owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School board or any other private or governmental entity.

II. INDEMNIFICATION

The Bidder shall hold harmless, indemnify and defend the indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorney's fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Bidder, whether or not due to or caused in part by the negligence or other culpability of the indemnity, excluding only the sole negligence or culpability of the indemnity. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida, its members, officers and employees.

III. PERFORMANCE SECURITY, is required on this bid. YES ☐ NO ☑

Refer to **INSTRUCTIONS TO BIDDERS,** para. VII./IF PERFORMANCE SECURITY IS REQUIRED, PLEASE INDICATE THE TYPE TO BE FURNISHED: Performance Bond ☐ Check (Cashier's, Certified, or equal) ☐

IV. FLORIDA CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE, please indicate: YES ☐ NO ☐

An original, manual signature is required on the Bidder Qualification Form.
(Bidder is requested to use blue ink, do not use pencil)

Legal Name of Vendor _____

Mailing Address _____

City _____ ***State*** _____ ***Zip Code*** _____

Telephone No. _____ ***Fax No.*** _____

E-mail Address _____

By: Signature (Original)
Of Authorized Representative _____ ***Date*** _____

Name (Typed or Printed)
Of Authorized Representative _____ ***Date*** _____

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Rule 6Gx13- 3F-1.025, which may be accessed at http://www2.dadeschools.net/schoolboard/rules all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION

LOBBYISTS

Board rule 6Gx13-8C-1.21, delineates the policy regarding lobbyists. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. The Board rule may be accessed at http://www2.dadeschools.net/schoolboard/rules/.

INSTRUCTIONS TO BIDDERS

NOTICE OF ESTABLISHMENT OF A CONE OF SILENCE

The School Board of Miami-Dade County Public schools enacts a *Cone of Silence* from issuance of a solicitation to written recommendation of award. All provisions of School Board Rule 6Gx13-8C-1.212 apply.

I. PREPARATION OF BIDS

A. BIDDER QUALIFICATION FORM qualifies the bidder and the bid and must be completed and submitted as page 1 and 2 of the bid.

1. PERFORMANCE SECURITY shall not be submitted with the bid. The form of performance security the bidder will submit, when required to do so, must be furnished.
2. BIDDER CERTIFICATION AND IDENTIFICATION. Bid must contain an original manual signature from an authorized representative. An unsigned bid will be considered non-responsive.

B. INSTRUCTIONS TO BIDDERS. Defines conditions of the bid.

1. ORDER OF PRECEDENCE. Any inconsistency in this bid shall be resolved by giving precedence in the following order:
A. Specifications
B. Special Conditions
C. Instructions To Bidders

2. FOR M/WBE designated bids. The SPECIAL CONDITIONS-Minority/Women owned and controlled Business Participation Statement and the M/WBE Certification Application MUST be completed and SUBMITTED with the bid if the bidder is not certified by Miami-Dade County Public Schools. Failure to submit the completed application with the bid will be considered non-responsive.

C. BID PROPOSAL FORM. Defines requirement of items to be purchased, and must be completed and submitted as page 2 and subsequent pages, if any, of the bid. The bidder should indicate his/her name in the appropriate space on each page.

1. ITEM SPECIFICATIONS. Describes technical, performance, and packaging requirements for every bid line item. Specifying a certain brand, make or manufacturer is to denote the quality, type, and standard of the article desired. Articles offered must be new merchandise only, of equal or superior grade. On blank lines provided, the bidder is requested to insert the brand name, manufacturer's number and other information necessary to sufficiently identify article offered. Failure to do so may prevent consideration of the item. Also, refer to paragraph X. Packaging.
2. PRICES are requested in units of quantity specified in the bid specifications. In case of a discrepancy in computing the total amount of bid, UNIT PRICE quoted will govern. All prices bid shall include delivery F.O.B. destination, freight prepaid (bidder pays and freight charges. Bidder own goods in transit and files any claims) and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in BID PROPOSAL FORMS and there received by the designated agent of the Board.
3. TAXES. The Board does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

II. SUBMITTING OF BIDS

A. Bids must be submitted on forms furnished by the Board and in sealed packages or envelopes. Bid submissions must be clearly marked with bid number, bid title and bid opening date.

B. ERASURES OR CORRECTIONS. When filling out the bid proposal form, bidders are required to complete bid proposal in ink.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in ink.

Those bids for individual items that do not comply with items 1, 2, and 3 above will be considered non-responsive for that item(s).

C. PLACE, DATE AND HOUR. U.S. Mail, Courier/Express Service, or deposited in the BID BOX located in Room 351, 8:00 A.M. to 4:30 P.M., Monday through Friday, SCHOOL BOARD ADMINISTRATION BUILDING, 1450 N.E. Second Avenue, Miami, Florida 33132. Bids received after the date and hour specified in the BIDDER QUALIFICATION FORM will not be considered.

D. PUBLIC ENTITY CRIMES. Section 287.133(2)(a) Florida Statute. 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 Section287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

E. SUBMITTING A "NO BID." If not submitting a bid at this time, return the form entitled "NOTICE TO PROSPECTIVE BIDDERS." Failure to respond, either by submitting a bid or the "NOTICE TO PROSPECTIVE BIDDERS" form for three consecutive times, may result in the company being removed from the School Board's bid list.

F. AVAILABILITY OF BID INFORMATION. Immediately following the public opening, bids will be read, upon request, and then complied in a tabular form, a copy of which will be available for examination Procurement Management Services.

III. CANCELLATION OF BIDS OR REQUEST FOR PROPOSALS

An invitation for bids may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. The reasons shall be made a part of the master bid file.

A. Prior to opening, a solicitation may be canceled in whole or in part, prior to the date and hour specified in the Bidder Qualification Form for receipt of bids, when the Assistant Superintendent, Procurement Management Services, determines in writing, that such action is in the best interest of the Board for reasons including, but not limited to:

1. The Board no longer requires the supplies, services, or construction;
2. The Board no longer can reasonably expect to fund the procurement;
3. A review of a valid protest filed by a bidder as may be determined by the administrative staff; or
4. Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

B. When a solicitation is canceled prior to opening, notice of cancellation shall be posted on the District's website, and sent to all businesses solicited, via facsimile or mail. Any bids or proposals received for the canceled solicitation shall be returned to the vendor unopened.

The notice of cancellation shall:

1. Identify the solicitation;
2. Briefly explain the reason for cancellation; and
3. Where appropriate, explain that an opportunity will be given to compete on any future re-solicitation for procurements of similar supplies, services, or construction.

IV. CHANGE OR WITHDRAWAL OF BIDS

A. PRIOR TO BID OPENING. Should the bidder desire to change or withdraw his/her bid, he/she shall do so in writing. This communication is to be received by the District Director, of Procurement Management, Room 352, School Board Administration Building, prior to date and hour of bid opening. The bidders name, the bid number, the bid title and the date the bid is due must appear on the envelope.

B. AFTER BID OPENING. After bids are opened, they may not be changed, nor withdrawn, for 90 days after the determined opening date, unless otherwise specified on the "BIDDER QUALIFICATION FORM."

C. FAILURE TO ACCEPT BID AWARD. Bidders who, prior to the Bid Award by The School Board of Miami-Dade County, Florida, indicate that they are unable to accept the bid award shall either:

1. Pay to the Board, as liquidated damages, an amount equal to 5% of the unit price bid, times the quantity, or $10, whichever amount is larger, or
2. Lose eligibility to transact new business with the Board for a period of 14 months from the date the Board acts on the withdrawn bid.

V. PROTESTS TO CONTRACT SOLICITATION OR AWARD

A. The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the district's website www.dadeschools.net.

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 of 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. 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 established herein.

C. The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board rule 3C-1.11. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

D. Formal, written protests will be reviewed by Procurement Management Services, who will offer the protesting bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the bidder may seek an administrative hearing pursuant §120.57 Fla. Stat. Petitions for hearing pursuant to §120.57 Fla. Stat., must be filed in accordance with School Board Rule 6Gx13- 8C-1.064.

VI. AWARDS

A. RESERVATION FOR REJECTION OR AWARD. The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.

The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

B. NOTIFICATION OF INTENDED ACTION will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

C. OFFICIAL AWARD DATE. Awards become official upon the Board's formal approval of the award.

D. TERMINATION FOR CONVENIENCE
The Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

E. PURCHASE ORDERS mailed to successful bidders are the official notification to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the successful bidder fails to deliver the materials in accordance with the terms and conditions of the bid and purchase order, the bidder shall be considered to be in default of the contract and subject to the default provisions stated in Section VI. F.

F. DEFAULT. A vendor who fails to perform according to the terms of the contract (bid) shall be considered in default. In the event of default, which may include, but is not limited to poor performance and/or non-performance, a vendor shall either (1) pay liquidated damages of 10 percent of the unit price of the item(s) awarded times the quantity when no purchase order has been issued, 10 percent of the purchase order when a purchase order had been issued or $100, whichever is greater or (2) lose eligibility to transact new business with the board for a period of 14 months from date of termination of award by the Board. Bidders that are determined ineligible may request a hearing pursuant to Chapter 120 of the Florida Statutes, and School Board Rule 6Gx13- 8C-1.064. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Rule 6Gx13- 3F-1.023.

G. BID DOCUMENTS. The intent of the bid documents is to include only the written requirements for materials, equipment, systems, standards and workmanship necessary for the proper execution and completion of the work by the Bidder. The bid documents shall not be construed to create an entitlement to any other scope of work except as specified herein.

H. DEBARMENT. Pursuant to Board Rule 6Gx13- 3F.1.023 Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

I. IDENTICAL PRICES. When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to a Florida certified service-disabled veteran business enterprise as defined by §295.187, Fla. Stat. The vendor preference for Florida certified service-disabled veteran businesses shall be subordinate only to the vendor preference for businesses implementing a drug-free workplace in accordance with School Board rule 6Gx13- 3C-1.131.

VII. PERFORMANCE SECURITY (FOR SUCCESSFUL BIDDERS ONLY)

A. PURPOSE. A performance bond or check may be required to guarantee performance.

B. BONDING COMPANY. Performance Bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

1. **Awards Greater than $500,000**

A minimum rating in the latest revision of Best's Insurance Reports of:

Contract Amount	Minimum Rating by A.M. Best
$ 500,000.01 to $ 2,500,000	None
$ 2,500,000.01 to $ 5,000,000	B+ or NA-3
	No Minimum Class
$ 5,000,000.01 to $10,000,000	A- Class IV
$10,000,000.01 or more	A- Class V

Current certificate of authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" shall be accepted for an amount not exceeding the underwriting limitation thereon.

2. **Awards of $500,000 or Less**

Bonds shall be written with a surety company or corporation meeting the qualifications as set forth in Paragraph VII.B. above or the qualifications set forth in section 287.0935, Florida Statutes.

C. AMOUNT. When required as defined herein, the firm or individual(s) to whom an award has been made shall execute and deliver to The School Board of Miami-Dade County, Florida, a Performance Bond, Cashier's/Certified Check, or equal.

1. Awards less than $200,000 shall be exempt from performance security.
2. Performance security shall not be required, unless otherwise defined in the bid specifications. If performance security is required, it shall equal 100% of the award amount.

D. RELEASE OF PERFORMANCE SECURITY. Return to the Awardee of his/her cash security, or notification to the Awardee and the bonding company to cancel the performance bond, will be made when all goods/services have been accepted and invoices have been approved for payment.

VIII. SAMPLES TESTING AND EVALUATION

In order to be considered for award, brands bid "As Equal" or "Equivalent" to the specified brands need to be tested/evaluated to determine compliance with bid specifications at no cost to M-DCPS. Vendor must pay for the testing/evaluation of these samples which must be submitted in accordance with the following procedures.

When bid samples are required, the buyer will notify bidder to submit samples of the items bid in accordance with the following procedures:

A. All samples must be identified with the bidder's name, bid number, item number, and manufacturer's product name and number. When non-compliance with this requirement is noted, said item may be considered as being unidentifiable and may not be eligible for consideration in the award recommendation.

B. Samples, product technical specification sheets, and a check made payable to "School Board of Miami-Dade County, Florida" in the amount to cover the testing/evaluation fees as established by the M-DCPS Materials Testing and Evaluation Department *(http://materials.dadeschools.net)* are to be delivered to the Materials Testing and Evaluation Department within 7 calendar days of the bid opening date between 8:30 a.m. and 3:00 p.m. from Monday through Friday, unless otherwise stated in the Special Conditions of the bid. If the bidder does not submit samples and associated documents by the indicated date and time, the bid submitted for that item will not be considered for award.

C. The Materials Testing and Evaluation Department is located at:

MIAMI-DADE COUNTY PUBLIC SCHOOLS
MATERIALS TESTING AND EVALUATION
7040 West Flagler Street
Miami, Florida 33144
Telephone Number: 786-275-0780

Miami-Dade County Public Schools will not be responsible for samples sent to a location other than the location mentioned in the bid.

D. Bidder must obtain, from Materials Testing and Evaluation, a signed receipt acknowledging delivery of samples. Bidder shall include a self-addressed, stamped envelope for return of sample receipt when submitting samples by mail or delivery service. The bidder will receive the original copy of the receipt and the duplicate copy will remain with the Miami-Dade County Public Schools receiving department as the file copy. Bidder shall be solely responsible for delivery of samples and for retaining sample delivery receipts, which must be presented in any dispute regarding receipt of bid samples.

E. PAYMENT FOR SAMPLES. The Board will buy no samples and will assume no cost incidental thereto.

F. RETURN OF SAMPLES. Samples not destroyed in testing may be claimed by unsuccessful bidders 14 days after bid award date and by successful bidders 14 days after final payment; but the Board will assume no responsibility for samples not claimed within the time specified, and it will pay for no samples damaged in testing.

G. TESTING AND EVALUATION RESULTS. The Materials Testing and Evaluation Department will report to the buyer the bid specification compliance evaluation results corresponding to submitted samples of brands bid "As Equal" or "Equivalent" to the listed specified brands.

IX. SUBSTITUTIONS

Should the bidder find it necessary to use a material, equipment, product or system other than specified, the bidder shall secure from the Board, through Procurement Management Services, written approval for the use of the alternate materials, equipment, product or system. The Board is not obligated to approve requests for substitutions and has the discretion to require the bidder to provide the materials as specified in the bid documents. In no case shall the bidder be entitled to additional time and/or money arising out of the Board's failure to approve requests for substitutions.

X. PACKAGING

A. If packaging is different from that specified, the bidder must note the manner and amounts in which packaging is to be made; otherwise the successful bidder shall furnish packaging as specified. All packaging, wrapping and bundling shall be adequate to insure that materials will be received in undamaged condition. The Board assumes no responsibility for damages of any kind incurred in transit.

B. The following identification shall be printed, stenciled or legibly written in a conspicuous location on each shipping container:

1. Bid Number And/Or Purchase Order Number
2. Vendor's Name And/Or Trademark
3. Name(S) of Item(S) Contained
4. Item Number (S) With Quantity(ies)

XI. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by Miami-Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

XII. RECYCLING REQUIREMENTS

Miami-Dade County Public Schools supports recycling and recommends the use of recycled products where possible. Vendors are requested to submit a letter, along with their bid, indicating

whether each item bid and/or its packaging contains pre-consumer or post-consumer waste, and if the product and/or packaging may be recycled.

XIII. ENVIRONMENTAL PRODUCTS

Miami-Dade County Public Schools encourages the use of environmentally safe products.

XIV. DELIVERY AND BILLING

A. DELIVERY. Saturdays, Sundays, and holidays excepted, deliveries shall be made as follows: Schools and Departments – 8:00 A.M. to 3:00 P.M. Merchandise shall be unloaded at the receiving station of the designated delivery point and received there by a designated agent of the Board. A delivery ticket, or one copy of the invoice, prepared as indicated below, shall accompany each delivery.

B. RECEIVING INSPECTION AND TESTING. Delivered items which do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the vendor, at no cost to the purchaser.

C. INVOICES. Each invoice shall be issued by the successful bidder and shall be submitted in DUPLICATE to the Accounts Payable Section, P.O. Box 01-2570, Miami, Florida 33101. To be considered for payment, each invoice must show the following information, which appears on the Purchase Order:

1. Purchase Order Number
2. Item Descriptions
3. Quantities and Units
4. Price Extensions
5. Total price of all items on invoice

D. PAYMENT. Unless otherwise specified by Miami-Dade County Public Schools, payment will be made only after delivery, authorized inspection, and acceptance. Payment will be made only to the successful bidder, unless otherwise requested, in writing, by the successful bidder and accepted by Miami-Dade County Public Schools Administration. When bidders are directed to send invoices to a school, the school will make direct payment to the bidder. The bidder expressly agrees that it will properly invoice for any goods or services within one year and that the failure to do so shall constitute a waiver of any right to payment.

XV. NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind, or of any value whatsoever, from vendors, members of their staffs, or families.

XVI. COMPLIANCE WITH STATE/FEDERAL REGULATIONS

A. All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board, makes final payment.

B. For all contracts involving Federal funds in excess of $10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

C. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to construction and Professional Service Contracts using federal funds.

STATUS VERIFICATION SYSTEM

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Florida in accordance with Executive Order 13465.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

XVII. COMPLIANCE WITH LAWS

– Bidders shall comply with all federal, State of Florida and local laws applicable to it and the performance of its obligations under this bid.

XVIII. BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Rules 6Gx13- 3F- 1.024 and 6Gx13- 4C-1.021 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board rules prior to providing services to the School Board of Miami-Dade County.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statues, and School Board rules.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under §1012.468, Fla. Stat. (2007). In addition, the provisions of §1012.467, Fla. Stat. (2007) are incorporated herein by reference, and any provisions of this section that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said statute.

A noninstructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search. Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Rules 6Gx13- 3F-1.024 and 6Gx13- 4C-1.021 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who were previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

XIX. COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-2o Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

XX. CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

XXI. CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Rule 6Gx13 – 4A-1.212 and Florida Statute § 112.313(9).

XXII.PUBLIC RECORDS LAW

Pursuant to Florida Statute, it is the practice of M-DCPS to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposals (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

XXIII.ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to vendor, be assigned without the prior written agreement of Miami-Dade County Public Schools. If vendor attempts to make such an assignment, such attempt shall constitute a condition of default.

XXIV.DAVIS-BACON ACT LABOR STANDARDS

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the Bidder shall comply with all applicable provisions of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

SUPERINTENDENT OF SCHOOLS

FROM: _____
_____
_____

AFFIX
POSTAGE
HERE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
PROCUREMENT MANAGEMENT SERVICES
ROOM NO. 352 BID BOX
1450 N.E. 2ND AVENUE
MIAMI, FLORIDA 33132

BID NO.: 002-LL04
BID TITLE: Computer Equipment & Internet Service

BID OPENING DATE: August 17, 2010

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
Procurement Management Services

NOTICE OF PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, for informational purpose only, detach this sheet from the bid documents, complete the information requested, fold as indicated, staple, affix postage and return address, and mail. NO ENVELOPE IS NECESSARY.

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

Our company does not handle this type of product/service.
We cannot meet the specifications nor provide an alternate equal product.
Our company is simply not interested in bidding at this time.
OTHER, (Please specify)_____

We do not want to be retained on your mailing list for future bids for this type or product and/or service.

Signature _____

Title _____

Company_____

NOTE: **Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the School Board's bid list. To qualify as a respondent to the bid, vendor must submit a** *NO BID.*

Vendor Information Sheet

1A. _____
Federal Employer Identification Number

Or _____
Owner's Social Security Number

1B. _____
Name of Firm, Individual(s), Partners or Corporation

_____
Street Address

_____
City State Zip Code

2. Telephone/Fax/Contact Person

_____
Telephone number

_____
Fax number

_____
Contact Person

_____
E-mail address

3. Ownership Disclosure

If the contract or business transaction is with a corporation, partnership, sole proprietorship,or joint venture, the full legal name and business address shall be provided for the chief **officer,** director, or owner who holds, directly or indirectly the majority of the stock or ownership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. **Post Office addresses are not acceptable**.

Name	Title	Address	Gender	Race-ethnicity	Stock Ownership

NOTE: The information provided by the vendor on this form should be consistent with that provided on the "Vendor's Application". All vendors must have a current vendor's application on file with M-DCPS, and have provided information and/or be familiar with M-DCPS' policy regarding the following: (a) Employment Disclosure, (b) Drug Free Workplace, (c) Family Leave Policy, (d) Code of Business Ethics, (e) Conflict of Interest, (f) Perception, (g) Gratuities, and (h) Business Meals. Failure to provide M-DCPS a current vendor application may cause the vendor not to be awarded any new business with M-DCPS. Vendor applications can be downloaded at: http://procurement.dadeschools.net

CONSIDERED
M1-1/00

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid# 002-LL04**

INDEMNIFICATION

The Vendor shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Contract (including goods and services provided thereto) by or on behalf of the Vendor, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

INSURANCE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

" The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.

All insurance policies shall be issued by companies with either of the following qualifications:

(a) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B+" or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

(b) with respect only to the Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor to the School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than thirty (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to the School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of insurance shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1500 Biscayne Boulevard, Suite 324
Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Mrs. La-Chane Faison at 305-995-7133.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (*FORMAT A)* TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	BUYER	PAGE
002-LL04	HARRY ESCHBACH	SC 1
TITLE		
Computer Equipment and Internet Services		

SPECIAL CONDITIONS

1. PURPOSE: The purpose of this bid is to establish a contract for the purchase of the items listed on the attached Bid Proposal Form (Format B), for two (2) years from Date of award and may, by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the successful bidder(s), be extended for three (3) additional one (1) year period(s) and, if needed, 90 days beyond the expiration date of the current contract period. Procurement Management Services may, if considering extending, request a letter of intent to extend from the successful bidder(s), prior to the end of the current contract period. All prices shall not increase for the term of the contract. The successful bidder(s) agrees to this condition by signing its bid.

   1.1 All bidders shall have an office, helpdesk and staff capable of performing all functions of this bid. Bidders for computers shall have local presence for a minimum of five years. Bidders for Broadband service must be an established Service Provider.
   1.2 The District reserves the right to rotate among the awarded vendors. Each vendor will be utilized as determined by M-DCPS.
   1.3 The School Board of Miami-Dade County estimates the minimum value of this bid at $1.8 million for connectivity and $1.2 million for equipment. Additionally, this Bid will be offered to all other M-DCPS subscribers/families qualifying through the Free/Reduced Lunch program. This will promote sustainability and additional revenue.

2. AWARD: The School Board of Miami-Dade County will award this bid to all responsive, responsible bidders within each group meeting or exceeding requirements/specifications. Group I will provide Internet ready computers. Group II will provide Sustainable Broadband service. Group III bidders shall provide upgraded computer hardware.

3. PRE-BID CONFERENCE:
   A pre-bid conference will be held August 5, 2010, **2:00 PM** in Lecture Room #1 at Information Technology Services, 13135 SW 26 Street, Miami, FL 33175. Pre-Bid Conference attendance by the bidder or his qualified representative is highly recommended for bid acceptance.

4. INSURANCE REQUIREMENTS:
   Successful vendor(s) are required to have insurance coverage, as specified in the indemnity and insurance form(s), attached hereto and made a part of this bid. The successful vendor(s) must submit completed certificate of insurance form(s), before being recommended for award. Failure to submit this form(s), as noted, will result in the vendor(s) not being recommended for the bid award.

5. CONE OF SILENCE BID ADDENDUMS OR QUESTIONS AND ANSWERS:
   A Cone of Silence is applicable to this competitive solicitation. Any inquiry, clarification, or information regarding this bid must be requested, in writing, by FAX or E-mail to:

A COPY OF THIS WRITTEN REQUEST MUST BE SENT SIMULTANEOUSLY TO:

HARRY ESCHBACH, BUYER
Procurement Management Services
Miami-Dade County Public Schools
1450 N.E. 2ND Avenue, Room 352
Miami, Florida 33132
Fax #305-523-3361
E-Mail: eschbachh@dadeschools.net

Ileana Martinez, School Board Clerk
Miami-Dade County Public Schools
1450 N.E. 2ND Avenue, Room 268B
Miami, Florida 33132
Fax #305-995-1448
E-Mail: martinez@dadeschools.net

It is the bidder's responsibility to monitor continuously, the M-DCPS Procurement website, for any addendums or

SPECIAL CONDITIONS

response to questions that may be posted, prior to the opening of this solicitation. The procurement website, which lists all bids, addendums, questions and answers and award information, is as follows: http://procurement.dadeschools.net (then click on) Current Bids/RFP's Under the Cone of Silence.

DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS BID IS SEVEN (7) CALENDAR DAYS PRIOR TO BID OPENING DATE TO ALLOW MDCPS SUFFICIENT TIME TO ADDRESS ALL RECEIVED INQUIRIES

6. UL/CSA/ETL APPROVAL:
All electrical equipment shall bear the approval symbol or name of Underwriters' Laboratories, Inc., The Canadian Standards Association or ETL Testing Laboratories.

7. DELIVERY:
Delivery/distribution of computers and sign-up for Broadband service shall be made on predetermined dates at specified M-DCPS sites. It is M-DCPS' intent to have distributions done at one school site at a time. At the end of each school's mandatory two hour "Training Workshop 01", all M-DCPS subscribers/families in need of a computer will provide computer vendor an M-DCPS voucher along with $25 in cash or acceptable tender in order to take possession of their computer. In addition, all M-DCPS subscribers/families in need of Broadband connectivity shall sign up for household Broadband accounts. The choice of which provider to sign up for is solely at the discretion of each subscriber/family when low pricing is equal otherwise it will be the lowest bidder able to provide service to the subscriber/family area. For all families/subscribers after the first 3,000 it will be at the sole discretion of the subscriber/family. At the end of that day's distribution, computer vendor shall bill M-DCPS for all vouchers received on a single invoice. Similarly, Broadband provider shall submit an invoice for all accounts created at each distribution on a single invoice.

The quantity of computers required for each distribution will vary and will be defined by the M-DCPS Program Coordinator. If not all computers are distributed during an event, the remaining shall still be considered the vendor's property to be used in another distribution. M-DCPS intends to purchase 6000 computers and 10,000 1 year Broadband accounts over the initial term of this Bid. Delivery/distribution of computers and Broadband signup/implementation will be important factors in evaluating vendor performance for the award of future orders.

8. WARRANTY/UPGRADES:
Warranty for equipment shall be for 1 Year and include Service Center support for the term of this Bid. At the request of each M-DCPS subscriber/family, additional cost upgrades shall be made available including flat screen monitor, printer, memory, hard drive upgrades and laptop upgrades. Additional cost of upgrades shall be the sole responsibility of the subscriber/family; M-DCPS will only pay the value of the one voucher per subscriber/family.

Broadband provider shall provide Service Center support and support for one year from provisioning of service. At the request of each M-DCPS subscriber/family, additional cost Broadband upgrades shall be made available. Additional cost of upgrades shall be the sole responsibility of the subscriber/family; M-DCPS will only pay the Bid award amount per month for 12 months per account. As part of sustainable Broadband adoption, it is anticipated that subscribers/families will choose to renew accounts after this period and is encouraging providers to continue to provide similar offerings.

9. VENDOR INFORMATION SHEET:
All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under the bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be

SPECIAL CONDITIONS

consistent. Failure to comply with this condition may cause the Bidder(s) not be awarded any new business. Vendor applications can be downloaded at http://procurement.dadeschools.net.

10. OCCUPATIONAL LICENSE:
Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Occupational License Tax requirements in accordance with Chapter 8A, Article IX of the Code of Miami-Dade County, Florida. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license is requested to be submitted with the Bid Proposal. If the Bidder has already complied with this requirement, a new copy is not required while the license is valid and in effect. It is the Bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the bid not to be considered for award.

11. NON-EXCLUSIVITY:
MDCPS reserves the right to procure the items herein described through the use of contracts awarded by GSA, the State of Florida, any other county or municipality, or other authorized contract, whichever is considered to be in the best interest of the Board.

12. CODES AND PERMITS:
All work performed and materials used shall comply with all applicable federal, state and local codes, laws, ordinances and regulations. The successful vendor(s) shall be responsible for all necessary licenses and permits, as may be required.

13. BID SUBMISSIONS:
Vendor is requested to provide one (1) original and three (3) hard copies and seven (7) electronic copies (thumb drive, CD, etc) of bid proposal. Additionally, vendor is to provide a copy of the excel file on CD with Bid Package. File to be completed may be downloaded at http://procurement.dadeschools.net (then click on) Current Bids/RFP's Under the Cone of Silence. Bids will be accepted until the time and date indicated on the Bidders Qualification Form. Bids and or files will not be accepted by E-Mail. Bidders are required to submit, with their bid package, all information requested in the attached specifications. Failure to provide documentation with the bid may result in the bid not being considered for award. Requested information includes, but is not limited to:

- Signed Bidders Qualification Form
- Bid Proposal Form Price Sheets
- Vendor Information Sheet
- Manufacturers Certification, if applicable, that bidder is an authorized dealer of product submitted.
- Proof of work history, with dates, clients (3 references minimum), and contact information.
- Escalation Chart for problem resolution as per Specification 9.0
- Occupational License as defined in Special Condition 10
- In order to facilitate the evaluation, please submit the supporting documentation on CD or Jump Drive, in addition to the hard copy of the Bid Proposal Form.

14. ERASURES OR CORRECTIONS:

MIAMI-DADE COUNTY PUBLIC SCHOOLS

BID PROPOSAL FORM (*FORMAT A)* TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA

BID	BUYER	PAGE
002-LL04	HARRY ESCHBACH	SC 4
TITLE		
Computer Equipment and Internet Services		

SPECIAL CONDITIONS

Bidders are required to use permanent ink when completing the Bid Proposal Form.

1. Use of pencil is prohibited.
2. Do not erase or use correction fluid to correct an error.
3. All changes must be crossed out and initialed in permanent ink.

Those bids for individual items that do not comply with items 1, 2 and 3 above will be considered non-responsive for that item(s).

The School Board of Miami-Dade County, Florida
Bid # 002-LL04
Computer Equipment and Internet Services
SPECIFICATIONS

1.0 GENERAL

In Miami Dade County, two out of every three children ages five to seventeen are living in poverty. Research shows that students living in persistent poverty are more likely to demonstrate low academic performance and suffer from conditions that impede their learning, including lack of access to the educational resources provided by computers and access to Broadband internet services. If we are to improve academic performance and reduce poverty in this community, we must increase our efforts to conquer the digital divide; particularly among our most vulnerable student/families. We must increase awareness of Broadband technology and its' benefits. We need to demonstrate affordable options and educate on how to incorporate and sustain the use of Broadband technology.

M-DCPS wants to address the need for Sustainable Broadband Adoption through our project: "Get Connected — Go Global" (GCGG). Through this project, we aim to close the gap within the "knowledge divide" — as the lack of technology creates a lack of useful information and knowledge. This project will provide Broadband education, awareness, training, access, equipment and support to our disadvantaged students and families, thus improving their quality of life. With funding provided by a Federal grant and M-DCPS matching funds, we will provide: Broadband awareness to over 336,000 students and their families countywide; provide 6,000 subscribers/families with computers; provide 10,000 subscribers/families with Free/Reduced price Broadband internet service along with technology skills training for Free/Reduced Lunch students/families.

The main contact for this Bid will be the M-DCPS GCGG Program Coordinator (Program Coordinator), who will interface with School based Liaisons, Parent Academy Trainers, Information Technology Trainers and the M-DCPS ITS department; who will supervise this project and provide contractual, financial and technical support.

Once our goals have been met, M-DCPS intends to open this Bid to the remaining Free/Reduced lunch students/families. Bidders are required to extend discounted pricing to this population for the term of the Bid. The only difference is, all costs will be borne by the students/families.

2.0 LOCAL PRESENCE

All bidders shall have an established presence in Miami-Dade or Broward County (local presence).

3.0 EXAMINATION OF SPECIFICATIONS

Each bidder is required to examine carefully the specifications and to be informed as thoroughly as possible regarding any and all conditions and requirements that may affect the work to be performed. Scheduling of delivery/distribution/Broadband sign-up visits to the various schools will be coordinated by the Program Manager in order to insure adequate access for the Vendors and to minimize disruptions at the schools.

4.0 BID SUBMISSION

Bidders must submit one original and three (3) hard copies, and seven(7) electronic copies of their bid, with all supporting documentation. Pricing shall be per line item and title as listed therein and bidder shall complete all information requested.

5.0 EQUIPMENT VENDOR'S RESPONSIBILITY

The equipment Vendor shall manage the delivery/distribution of all computers and peripheral equipment and provide transportation to and secure storage of all equipment at the school site on the day of distribution. Vendor shall return all undistributed equipment back to their inventory for future distributions. D.O.A. equipment is solely the responsibility of the Vendor, who will provide replacement at no cost to M-DCPS or the subscriber/family. The Vendor shall be responsible for on-site security of all equipment until acceptance by a subscriber/family. At the end of a distribution, no equipment or packing material will be left at the school site. It is the Vendor's responsibility to return the school site to its original condition.

6.0 EQUIPMENT PRICES AND PAYMENTS

6.1 All equipment prices shall be F.O.B. destination, delivered, and distributed at the site intended in Miami-Dade County, Florida, per specifications.

6.2 M-DCPS policy allows payment only for goods and services received; therefore, no advance payment can be made for goods not received.

6.3 The following shall be the payment terms on a per distribution basis.

The quantity and type of equipment arriving at a distribution must be verified by M-DCPS personnel. After distribution, all certificates will be accounted for and the remainder of equipment left over verified by M-DCPS staff, who will report to the Program Manager how many computers and peripherals were distributed to subscribers/families. This will true-up with the number of certificates submitted for payment to M-DCPS. Vendor shall submit a single invoice for equipment on a per distribution site basis.

Equipment found to be D.O.A. or initially defective will be corrected by the Vendor at the Vendor's expense prior to any payment being made. The Vendor will not be compensated for waste and/or surplus materials. The Vendor shall not be paid for any services which have not been authorized by the M-DCPS Program Manager or authorized representative and not accompanied by an invoice and said authorization signed by the M-DCPS Program Manager or authorized representative.

6.4 The Vendor may not assign their rights under this bid without prior written approval of M-DCPS. However, no assignment of any terms of this bid shall relieve the Vendor of any of their obligation under this bid, including, but not limited to their obligation to meet the Bid specifications for labor, material, warranty repair, and replacement of the wiring as required. The Vendor may not assign or transfer their performance obligations under this bid to any other person.

6.5 In the event that the obligations and assets of the Vendor are merged or assumed by some other legal entity, the Vendor agrees to provide written notice to M-DCPS or its designee, and M-DCPS shall be given the right to allow the Contract to continue under the new ownership or to terminate the Contract without penalty. Such election shall be made at the sole discretion of M-DCPS.

7.0 INVOICE AND PAYMENT

Vendor shall invoice based on the actual quantities of equipment distributed or Broadband accounts activated. M-DCPS does not pay for travel time. Invoices for Additional Services shall be sent to the M-DCPS, Contract and Financial Services (CFS). Invoices will be submitted on the first of every month. Each Vendor will submit one and only one invoice per month with all subscribers/accounts on the invoice. Subsequent invoices in a month will not be accepted.

The invoice document shall contain the following information:

a. District's purchase order number
b. M-DCPS work order control number (incident number) if applicable
c. Description of work
d. Equipment distribution date and/or Broadband activation date
e. Work location number and name, incident number, where services were rendered. Subscriber/family identification number
f. Invoice line item number MUST match Purchase Order line item number, description of materials utilized, quantities and unit prices

A clean and clearly legible copy of the distribution certificate shall accompany each invoice. The certificate shall contain a unique certificate number, the subscriber/family's name (printed and signed), Vendors authorized employee's name (printed and signed), date and time distribution was done.

Invoices could be e-mailed to cfs@dadeschools.net in lieu of US Mail or Fax. M-DCPS is tax exempt and therefore does not pay taxes.

Invoices not submitted in accordance with the procedures and requirements defined herein will not be processed for payment.

8.0 BID AWARD

8.1 The School Board of Miami-Dade County reserves the right, before awarding the Bid, to require bidders to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of the bidder, including past performance (experience) with other customers of the bidder in

making the award in the best interest of the School Board of Miami-Dade County.

8.2 No guarantee is expressed or implied, as to the quantities that will be used during the Contract period.

9.0 DOUBT OR DIFFERENCE OF OPINION

Resolution of any doubt or difference of opinion as to the items to be furnished hereunder, the quality of the items, the quality of workmanship, the detail of information in the as-built plant-in-place documents and any other item related to a Bid award as a result of this BID shall be handled through the following procedure:

BOARD		VENDOR
	FIRST STEP	
M-DCPS Program Coordinator or Designee		Project Manager
	SECOND STEP	
Supervisor ITS Network Expansion Services		Equivalent Management
	THIRD STEP	
IT Contracts Administrator Information Technology Services		Equivalent Management
	FOURTH STEP	
Chief Information Officer Information Technology Services		Equivalent Management
	FIFTH STEP	
Chief Financial Officer or Designee Financial Affairs		Equivalent Management
	SIXTH STEP	
The School Board of Miami-Dade County, Petition to the Board		

10.0 VERIFICATION OF VENDOR FACILITES AND/OR REFERENCES

M-DCPS may, at its option, visit the operational facilities of the bidder for the purpose of evaluating the capabilities of the bidder.

11.0 WARRANTY

11.1 All equipment purchased and/or provided as part of Broadband subscription shall be guaranteed by the Vendor against mechanical and electrical defects for a minimum period of 1 year. In the event, defects become evident within the 1 year warranty period after date of distribution, the Vendor shall furnish all replacement parts, materials and labor at no cost to M-DCPS or subscriber/family. Equipment warranty shall begin at system distribution. Broadband warranty shall start at provisioning of service.

11.2 During the warranty period, all Vendors shall maintain an adequate supply of spare parts at their service facility.

12.0 LIMITATION OF VENDOR'S LIABILITIES

If the performance of any part of the Contract by any Vendor is prevented, hindered, delayed or otherwise made impracticable by reason of flood, riot, fire, explosion, war or any other casualty or any other cause of whatever nature that is beyond the control of any Vendor, the Vendor shall be excused from such performance during the continuance of any such happening or event, for as long as such event shall continue to prevent, hinder or delay such performance, provided that in the event of a lockout, or other disturbance, the Vendor shall provide the requirements of this Bid using any personnel deemed necessary. This paragraph shall apply to the distribution, Broadband sign-up and warranty requirements

of this Bid.

13.0 M-DCPS APPROVAL

Vendors entire responsibility for the correctness and suitability of the work shall not be affected by the grant to, or the exercise or non-exercise by, M-DCPS of its right to inspect, test, review, comment on and approve the work, including, without limitation, drawings, data, and other documents or work provided by Vendor.

No failure or delay by M-DCPS to insist on strict performance or observance by Vendor of any of the terms or conditions of the Contract, or to exercise any right or remedy under the Contract shall operate as a waiver thereof by M-DCPS; nor shall any single or partial exercise of any such right or remedy preclude any other further exercise thereof or the exercise of any other right or remedy under the Contract.

14.0 PERMITS AND LICENSES

The Vendor shall be responsible for obtaining any necessary construction and installation permits and licenses and shall comply with all federal, state, and local codes and ordinances without additional cost to M-DCPS.

15.0 INSURANCE

Prior to commencing work under this bid, the Vendor shall obtain and maintain without interruption the insurance as outlined in special conditions. The Vendor agrees to furnish a fully completed certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage.

16.0 PATENTS AND ROYALTIES

The Bidder, without exception, shall indemnify and save harmless, M-DCPS and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted or unpatented invention, process or articles manufactured or used in the performance of the Bid, including its use by M-DCPS. If the bidder uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

17.0 CONTRACT MANAGER

17.1 Each Vendor shall designate an individual acceptable to M-DCPS to perform the Vendor's contract management function. Each Vendor's Contract Manager shall provide a single point interface between M-DCPS and the Vendor on all matters concerning the Contract. Each Program Manager shall provide on demand status/progress reports and attend monthly status meetings throughout the Contract period as required by M-DCPS.

17.2 After award of Bid, each Vendor's Contract Manager shall be in residence in South Florida and shall be available to M-DCPS on a schedule that shall be mutually agreed to by M-DCPS and the Vendor.

17.3 The M-DCPS designee managing this Bid is Information Technology Services.

18.0 ADDITIONS OR CHANGES DURING DISTRIBUITION

There will be no additional subscribers/families added on the day of distribution. Should subscribers/families miss a distribution, they will have to be re-scheduled to another distribution date and site.

19.0 FAMILIARITY WITH LAWS

The bidder is presumed to be familiar with all Federal, State and Local Laws, Ordinances, Code Rules and Regulations that may in any way affect the work. Ignorance on the part of the bidder shall in no way relieve him/her from responsibility. Bidders are advised that M-DCPS and the Florida Department of Education may have additional requirements beyond those contained in the locally accepted Building Codes.

20.0 INDULGENCE

Indulgence by M-DCPS of any nonconformance by the Vendor does not constitute a waiver of any rights under this agreement.

21.0SUB-CONTRACTS

Nothing contained in the specifications shall be construed as creating any contractual relationship between any sub-contractor and M-DCPS. The Vendor shall be as fully responsible to M-DCPS for the acts and omissions of the sub-contractor and of persons employed by them as he/she is for acts and omissions of persons directly employed.

22.0 EMPLOYEES OF THE VENDOR AND SUB-CONTRACTOR

All employees of the Vendor and sub-contractor shall be considered to be at all times the sole employees of the Vendor or sub-contractor and not an employee or agent of M-DCPS. The Vendor and sub-contractor shall supply competent and physically capable employees, and M-DCPS may require the Vendor to remove an employee it deems careless, incompetent, or insubordinate and whose continued employment on M-DCPS property is not in the best interest of M-DCPS. Each employee shall have and wear proper identification on the job and have already met the background screening requirements of M-DCPS.

School Number	School Name	2009 School Grade	2009 DA Category	Free and Reduced Total	Free	Reduced	% of students eligible at school	School Address	Internet Service Providers
7301	Miami Edison Senior High School	F	Intervene	795	773	22	78.094%	6161 NW 5th Court Miami, FL 33127	
9732	Merrick Educational Center	F	Intervene	199	183	16	48.301%	39 Zamora Avenue Coral Gables, FL 33134	
8119	The 500 Role Model Academy	F	Intervene	96	89	7	88.703	6300 NW 27th Avenue Miami, Florida 33147	
4461	Pine Villa Elementary School	D	Intervene	403	388	15	92.431%	21799 SW 117 Court Miami, Florida 33170	
7251	Miami Central Senior High School	D	Intervene	1,105	1004	101	68.933%	1781 NW 36 Street Miami, Florida 33147	
2501	Holmes Elementary School	C	Intervene	386	380	6	98.974%	1175 NW 67 Street Miami, Florida 33150	
2981	Liberty City Elementary School	A	Correct I	201	194	7	96.635%	1855 NW 71 Street Miami, Florida 33147	
7791	Booker T. Washington Senior High School	F	Correct II	986	919	67	82.927%	1200 NW 67th Avenue Miami, Florida 33136	
8161	Corporate Academy North	F	Correct II	97	85	12	76.378%	2351 SE 12th Avenue Miami, Florida 33142	
8131	Dorothy M. Wallace Cope Center	F	Correct II	137	128	9	87.821%	10225 SW 147 Terrace Miami, Florida 33176	
5861	West Little River	F	Correct II	385	369	16	94.828%	2450 NW 84th Street	

	Elementary School							Miami, Florida 33147	
3021	Little River Elementary School	F	Correct II	542	524	18	96.441%	514 NW 77the Street Miami, Florida 33150	
7341	Miami Jackson Senior High School	F	Correct II	1,126	1049	77	78.140%	1751 NW 36th Street Miami, Florida 33142	
7411	Miami Northwestern High School	F	Correct II	1,481	1352	129	75.484%	1100 NW 71 Street Miami, Florida 33150	
7731	Miami Southridge High School	F	Correct II	1,927	1644	283	64.126%	19355 SW 114 Avenue Miami, Florida 33147	
7151	Homestead Senior High School	D	Correct II	1,618	1480	138	78.354%	2351 SW 12 Avenue Homestead, Florida 33034	
7231	Miami Carol City Senior High School	D	Correct II	1,340	1174	166	68.402%	3422 NW 187 Street Opa Locka, Florida 33056	
7381	Miami Norland Senior High School	D	Correct II	1,028	872	156	60.90%	1050 NW 195th Street Miami-Dade, Fl 33169	
7591	North Miami Senior High School	D	Correct II	1455	1334	121	55.492%	800 NE 137th Street Miami, Florida 33161	
7701	South Dade Senior High School	D	Correct II	1895	1693	202	64.875%	28401 SW 167 Avenue Miami, Florida 33030	
7541	North Miami Beach Senior High School	D	Correct II	1820	1565	255	67.936%	1247 NE 167 Street North Miami Beach, Florida, 33162	
7131	Hialeah- Miami Lakes Senior High	D	Correct II	1,451	1201	250	66.347%	7977 West 12th Avenue	

	School							Hialeah, Florida 33014	
7111	Hialeah Senior High School	D	Correct II	2,375	1938	437	71.904%	251 East 47 Street Hialeah, Florida 33013	
6721	Parkway Middle Community School	D	Correct II	409	348	61	82.961%	2349 NW 175th Street Miami Gardens, Florida 33056	
6631	North Miami Middle School	D	Correct II	913	845	68	87.035%	700 NE 137th Street North Miami, FL 33161	
6481	Miami Edison Middle School	D	Correct II	508	501	7	89.753%	6101 NW 2nd Avenue Miami, Florida 33127	
6391	Madison Middle School	D	Correct II	589	549	40	83.075%	3400 NW 87th Street Miami, Florida 33147	
6141	Charles Drew Middle School	D	Correct II	650	614	36	89.532%	1801 NW 60th Street Miami, FL 33125	
6011	Allapattah Middle School	D	Correct II	597	553	44	88.972%	1331 NW 46th Street Miami, FL 33142	
4171	Orchard Villa Elementary School	D	Correct II	454	432	22	95.983%	5720 NW 13th Avenue Miami FL, 33142	
3821	North County Elementary School	D	Correct II	377	341	36	90.843%	3250 NW 207 Street Opa Locka, Florida 33055	
3621	Coconut Palm K-8 Academy	D	Correct II	1003	937	66	92.870%	24400 SW 124 Avenue Homestead, FL 33032	
2941	Laura Saunders Elementary School	D	Correct II	951	936	15	97.239%	505 SW 8th Street Homestead, FL 33030	

1361	Frederick R. Douglass Elementary	D	Correct II	543	531	12	96.964%	314 NW 12 Street Miami, Florida 33136	
0081	Lenora B. Smith Elementary School	D	Correct II	531	504	27	97.970%	4700 NW 12 Avenue Miami, Florida 33127	
TOTALS				30373	27429	2944			