SPECIAL CONDITIONS

1. **PURPOSE:** The purpose of this bid is to establish a contract for the purchase of network connectivity devices, which includes internetworking devices (i.e. bridges, routers, repeaters, switches, gateways, multiplexers, hubs, concentrators, network security devices [firewalls, intrusion prevention system], etc.) and network adapter cards for all current network topologies and bus architectures. All prices shall be F.O.B. each destination specified. The term of the bid shall be from October 1, 2014, through September 30, 2016, and may, by mutual agreement between Miami-Dade County Public Schools (M-DCPS) and the awardee(s), be extended for three (3) additional one year periods, 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 awardee, prior to the end of the current contract period. The awardee(s) will be notified when the recommendation has been acted upon. The successful vendor(s) agrees to this condition by signing its bid.

2. **AWARD**: In the best interest of The School Board of Miami-Dade County this bid may be awarded to a maximum of seven (7) responsive, responsible bidder(s) per group, meeting specifications offering the lowest total discounted prices on the items listed per Group. A maximum of seven (7) vendors per Group (Group 1: APC, Group 2: Cisco Systems, Group 3: Charging Stations, Group 4: Hewlett Packard, Group 5: Powervar, Group 6: Tools/Specialty Tools & Products, Group 7: Fluke, Group 8: IP Based Intercom System, Group 9: Netscout, Group 10: Distributed Antenna System, Group 11: Climate Controlled Data Center Cabinet, Group 12: Data Center Backup Power), will be awarded. Submissions will be evaluated and ranked from low to high per Group. Group 13: Balance of Catalog Offering will be awarded to vendors awarded in Groups 1 through 12. Additionally, manufacturers of other products not listed in the groups above and within the scope of network connectivity devices will be obtained, through the quoting process, from vendors on the award of this contract. Awarded vendors will be placed on the **list of awarded vendors** that is published and promulgated to all schools and departments. All vendors are required to have local representation in South Florida.

   The seven (7) awardees must be authorized by the manufacturer for sales and service and shall be eligible to participate in spot market purchases as required by M-DCPS. Pricing solicited for items listed, will be firm for 120 days after award and will be used for the initial posting to the District Shopping Cart, e-catalog or other e-procurement sites, as deemed appropriate. The Board reserves the right to issue Request for quotes during this initial period for specific projects, if deemed in the best interest of the Board. Request for Quotes, for future needs, will be solicited, from the list of awarded vendors, per Group. The bidder offering the lowest fixed price shall be awarded the quote.

3. **BALANCE OF LINE:** Each vendor shall submit a single-fixed discount from its effective catalog and/or descriptive price lists for Balance of Line purchases. Additionally, during the term of the bid, all awardees will be allowed to adjust their price lists after the 120 day refresh period. The vendor may provide higher discounts off list, but not lower, than those provided on the bid submission. If there are no price adjustments, current prices shall remain in effect. All price adjustments shall be subject to audit, as to validity and accuracy, at any time by school system personnel. M-DCPS reserves the right to separately bid and/or contract any additional product(s), if deemed to be in its best interest. Awardees may offer M-DCPS additional discounts at any time and invoice M-DCPS at a greater discount than their bid discount. For the purpose of this bid, balance of line refers to discounted percentage of all products and/or categories within the manufacturers group.

4. **REQUEST FOR QUOTATION PURCHASE:** The awarded bidder(s) shall be approved to participate in Request for Quotations as required. The awarded bidder(s) shall be invited to offer a fixed price for item(s), as specified. The vendor may provide higher discounts off list, but not lower, than those provided on the bid submission. These prices must remain fixed and firm as per the Request for Quote (RFQ). Awarded vendor(s) will be placed in a database and shall be contacted via fax, letter, E-mail or other electronic methods for quotes. All awarded vendors(s) will be invited to offer quotes. Results may be posted to the Internet and District Shopping Cart. Schools and District Offices will utilize these prices to make selections based on the specifications required at their site. Awarded vendors must respond to all quotes, even if the response is a “No Quote”. At the District’s discretion, failure to respond to three (3) RFQ’s within a 120 day period will result in no new notification of RFQ’s for the remainder of that current and subsequent period. Failure to respond is defined as not providing any response and/or missing the District’s request

SPECIAL CONDITIONS

deadline.

5. **PRE-BID CONFERENCE:** A pre-bid conference will be held on Friday, **January 17, 2014_at 1:30 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.

6. **E-RATE PROGRAM PARTICIPATION AND INVOICING PROCEDURES:**

A. Where M-DCPS purchases are made using available E-Rate funding, the selected Vendor/Contractor (known as the "Service Provider" throughout E-Rate program documents) would have initially been expected to:

1. Follow all vendor requirements, and be familiar with the E-Rate funding process, as outlined in the SLD (Schools & Libraries Division) / USAC (Universal Service Administrative Corp) practices outlined under the "Service Provider" section of their website at: http://www.universalservice.org/sl.
2. Carefully scrutinize all line item components on the original quotes provided and determine any non-eligible components within the proposal. These must be highlighted and identified so M-DCPS is cognizant of any line item to be paid at 100% of the cost, before sending the quote for analysis and subsequent funding by the SLD.
3. Assume financial responsibility, at time of final invoicing and payment by the SLD, for any and all ineligible line items not originally identified by the Vendor/Contractor. This will be based on the SLD's latest publication of their Eligible Services List guidelines at time of quoting and available through the SLD's website at: http://www.universalservice.org/_res/documents/sl/pdf/els_archive/2008-eligible-services-list.pdf.
4. Receive from M-DCPS a Purchase Order identifying the line items listed in the quote and prices established. This PO will be reflecting the percentage of the cost associated with M-DCPS portion of the total cost, according to E-Rate Program rules.
5. Understand that, the Purchase Order will be the only acceptable document the vendor will receive from M-DCPS acknowledging contractual responsibility for the delivery of the listed products/services.
6. Receive reasonable M-DCPS support on all vendor attempts to retrieve proper funding for equipment/services rendered through the E-Rate program.
7. Expect that M-DCPS would have timely posted all required FCC E-Rate program forms and documents, according to the instructions provided by the E-Rate program under the "Applicant" section of the USAC/SLD website at: http://www.universalservice.org/sl.
8. Recognize that M-DCPS will NOT be liable for any unpaid funding from the SLD to the Vendor.

B. The Vendor/Contractor must follow the following steps for invoicing, both for the recovery of the SLD/ USAC funding percentage, and the portion the Applicant (M-DCPS) is expected to pay under E-Rate program rules:

1. Submit the Service Provider Invoice (SPI) to M-DCPS only AFTER services and/or equipment have been delivered, installed, and are operational – as duly noted and recorded by M-DCPS Field Services personnel – BUT BEFORE any invoicing is submitted to the SLD / USAC for reimbursement.
2. The SPI will be a complete invoice of ALL services and/or equipment, reflecting all charges to M-DCPS (itemizing both eligible and ineligible components) and to USAC. This single and consolidated invoice will contain a comprehensive itemized breakdown of all charges and clearly set forth the appropriate percentage of payments due from USAC and M-DCPS respectively – and should total the agreed-upon amount for 100% payment.
3. The Vendor/Contractor will only be permitted to submit an SPI for reimbursement to USAC once M-DCPS has reviewed and has returned a signed approval of said SPI to Vendor/Contractor. All SPIs will be reviewed within 14 calendar days of receipt by the M-DCPS Director of the E-Rate Program.
4. Vendor/Contractor agrees that, at any time, M-DCPS is free to verify with the SLD/USAC that only those M-DCPS approved SPIs have been submitted to the E-Rate Program for reimbursement. Any indication that non-approved SPIs have been submitted to SLD/USAC will be considered a material breach of the terms of the contract. Additionally, M-DCPS will, upon becoming aware of any non-approved SPI submissions, notify USAC so that they may take any additional steps available to them to prevent Waste, Fraud, and Abuse of Program funds.
5. Damages assessed to the Vendor/Contractor for submission of a non-approved SPI may include and are not

SPECIAL CONDITIONS

limited to suspension of the Contract, termination of the Contract, damages in the amount of the overpayments made to the Vendor/Contractor by M-DCPS or USAC, payment of related funding COMAD (Commitment Adjustments) forced upon M-DCPS by the SLD/USAC, or suspension or disbarment from participation in the E-Rate Program.

C. In no way shall this Contract modify or limit the rights of SLD/USAC against the Vendor/Contractor, also known to them as the Service Provider.

7. **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

8. **DELIVERY/SHIPPING:** All deliveries must be made within thirty (30) days after receipt of order. Prices quoted shall be F.O.B. destination Information Technology Services (ITS), or as indicated on the purchase order. All items not furnished on the purchase order within the time specified may be cancelled, and/or the vendor may be defaulted and lose eligibility to transact new business as stipulated in the Instructions To Bidders. Delivery will be an important factor in evaluating vendor performance for the award of future orders. Please note that ISS warehouse receiving hours are Monday through Friday from 7:00 a.m. to 2:30 p.m. M-DCPS purchase order number must appear on all boxes, invoice and packing slips. Each shipping container/pallet must include its own itemized packing slip. Failure to include any of the above information may result in the shipment being rejected at vendor's expense.

9. **WARRANTY:** The warranty for equipment, after delivery and acceptance by the school or department, shall be for one year, or manufacturer's warranty, whichever is greater. The successful vendor(s) will be responsible to repair or replace each unit during the warranty period, at no cost to the Board. If off-site repair is required, the District requires a replacement during the time of the repair at no cost to M-DCPS. Vendor agrees to repair and return equipment within three (3) days from receipt of request. Vendor must be able to provide maintenance on equipment after initial warranty period.

10. **INVOICING AND PAYMENT**: Vendor shall invoice based on the actual materials utilized. Invoices shall be sent to the M-DCPS, Contract Financial Services (CFS). The invoice document shall contain the following information:

    a. District's purchase order number
    b. Work location number and name
    c. Purchase order line item number MUST match product number and description of materials utilized, quantities and unit prices
    d. Any E-Rate invoices MUST include FRN number, Application number and SPIN number.

    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. The payment terms of the District are net 30 days after receipt and acceptance of item(s).

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

11. **MANUFACTURER'S CERTIFICATION:** In the event a bid is submitted by other than the equipment manufacturer, a certification executed by the manufacturer shall be required stating the bidder is an authorized representative of the manufacturer.

12. **NEW EQUIPMENT:** This bid shall be for new equipment only. Newly manufactured containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-manufactured, used, shopworn, demonstrator or prototype equipment is not acceptable and will be rejected.

SPECIAL CONDITIONS

13. **UNAUTHORIZED SHIPMENT/SUBSTITUTION:** Unauthorized substitutions and shipments could be grounds for termination. Vendors may be considered in default of the contract and shall lose eligibility to transact new business with the Board for a period of fourteen (14) months from the date of termination by the Board.

14. **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.

15. **VENDOR INFORMATION SHEET:** All bidders are requested to complete the attached Vendor Information Sheet. In order to conduct new business under this bid, M-DCPS requires that the vendor(s) have a current vendor application on file. The information on both documents must be consistent. Failure to comply with this condition may cause the Bidder(s) not to be awarded any new business. Vendor applications can be downloaded at, http://procurement.dadeschools.net/

16. **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.

17. **CREDIT CARDS:** Some orders may be placed utilizing a district issued credit card as the form of payment. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours) and eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number or as per any future district requirements as promulgated. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery.

18. **CHARTER SCHOOLS:** Items awarded under this contract shall be made available to Charter Schools authorized by the School Board. The School Board is not responsible or liable for any purchases that may be made by Charter Schools.

19. **BID ADDENDUMS OR QUESTIONS AND ANSWERS:** All bidders should monitor continuously, the M-DCPS Procurement website, for any addendums or questions and answers 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.

20. **BID SUBMISSIONS**: Bidders must submit one (1) original hard copy, an electronic copy and should submit seven (7) copies of their bid. Bidders are required to submit, with their bid package, all supporting documentation requested in the attached specifications. Failure to provide documentation with the bid may result in the bid not to be considered for award. They include but are not limited to:

    - Signed Bidders Qualification Form

SPECIAL CONDITIONS

- Bid Proposal Form
- Vendor Information Sheet
- Certification that bidder is an authorized dealer of product submitted
- A Price catalog for additional equipment via hard copy and on CD or Jump Drive
- Occupational License
- Submit E-Rate Service Provider Identification Number (SPIN)
- A list of three (3) clients along with their contact information

21. **CONE OF SILENCE:** 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

DEADLINE FOR ANY INQUIRY, CLARIFICATION, OR INFORMATION REGARDING THIS BID IS THREE CALENDAR DAYS PRIOR TO THE BID OPENING DAY TO ALLOW MDCPS SUFFICIENT TIME TO ADDRESS ALL RECEIVED INQUIRIES.

22. **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-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

23. **ERASURES OR CORRECTIONS:** 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).