

**The School Board of Miami-Dade County, Florida Bid  
# 070-LL04  
IT Hardware  
SPECIFICATIONS**

**1.0 TERMS OF CONTRACT**

The term of the bid shall be from date of award, through September 30, 2013, 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 bid 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 bid period. The awardee(s) will be notified when the recommendation has been acted upon. **Only recognized manufacturers may submit a bid response (responses submitted by distributors, resellers, partners, authorized dealers, etc. will be rejected).** The successful manufacturer (s) agrees to these conditions by signing its bid.

**2.0 AWARD**

In the best interest of The School Board of Miami-Dade County this bid may be awarded to a maximum of three (3) responsive, responsible bidder(s), for **each Category**, meeting specifications offering the lowest total discounted prices, on items listed. **A maximum of three (3) vendors per category: category 1: Desktops, Laptops and Servers and category 2: Printers, will be awarded.** Additionally, other items not listed and within the scope of IT Hardware will be obtained, through the quoting process, from vendors on the award of this bid. 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.

**Pricing and specifications must be submitted in the space provided on the Bid Proposal Form (Format B). Pricing submitted in any other format will be considered non-responsive and not considered for award.**

M-DCPS has established four (4) classes of printers, based on volume and usage, which includes three (3) mono-laser, and one (1) color laser printer. M-DCPS desire to limit the number of different models and manufacturers to promote consistency, capability, and facilitate lower maintenance and supply costs. M-DCPS may, at its own discretion chose to aware bid based on calculated total yearly cost of printers or calculated cost per page, in an ongoing effort to reduce consumable expenses to the District. The following information is to be used to calculate specific costs associated with this bid.

**A. Calculated Cost Per Page Formula:**

1. **Calculated Cost Per Page**= (Supplies Cost)/(Annual Volume).
2. **Supply Cost**=Toner, fusers, maintenance kits, etc. that would be required over the course of one year, based on projected monthly volume of each unit during those 12 months.
3. **Annual Volume**= (Average monthly consumption) x 12.

**B. Calculated Total Yearly Cost Formula:**

1. **Calculated Total Yearly Cost**=Printer Cost + (calculate cost per page x Annual Volume).

**C. Printer Classes and Average Consumption Estimates for Calculations:**

1. **Classroom Monochrome Network Duplex Laser:**  
Four to nine users, 3,000 pages per month

2. **Large Monochrome Network Duplex Laser:**  
Ten to thirty-five users, 15,000 pages per month
3. **Large Lab Color Network Duplex Laser:**  
Ten to Thirty-five users, 15,000 pages per month
4. **Monochrome Multifunctional Network Duplex Laser with Auto-sheet Feeder:**  
Print, copy, fax, color scan  
One to Three users, 1,000 pagers per month

**Buyers Laboratory Inc. (BLI) will be used to verify all Printer Specifications submitted by manufactures for this bid. Any specifications submitted NOT equivalent to those provided by BLI may be rejected.**

The three (3) awardees shall be eligible to participate in spot market purchases as required by M-DCPS. Pricing solicited for items listed, will be firm for 180 days after award and will be used for the initial posting to the District Catalog, 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. The bidder offering the lowest fixed price shall be awarded the quote.

### **3.0 INDEMNIFICATION**

The manufacturer 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 Bid (including goods and services provided thereto) by or on behalf of the manufacturer, 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.

### **4.0 DEFAULT**

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the awardee shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Stat., and School Board Rule 6Gx13-8C-1.064.

### **5.0 TECHNICAL AND BUSINESS SOLUTIONS CRITERIA**

Bidders are required to enumerate responses to the following criteria, in the same order as stated in this section to facilitate comparison to other respondents. Bidders are required to respond with sufficient

detail to permit an understanding of how your organization would fulfill the District's IT hardware needs.

**All Bidders** are required to submit a response to the criteria in items **A** through **G**.

- A. Provide documentation to support that the manufacturer has shipped 200,000 units during a 12 month period to the K-12 market.
- B. Demonstrable capacity to currently support at least 25,000 employees, 360,000 students, 400 locations with room for growth. *Provide supporting documentation reflecting manufacturing shipments for 2010, organizational chart, and references from organizations of comparable size to M-DCPS.*
- C. Be able to provide a locally based K-12 technical service and support team. *Provide supporting documentation reflecting ability to provide local onsite technical service and hardware repairs for a district our size (see item B above) to include an organizational chart showing dedicated local technical staff and their respective credentials (e.g. certifications and proficiencies).*
- D. Commit to warranty support as per **Section 35.0 WARRANTY**, for a minimum of three years, and provide toll free telephone end-user support from 7:00 AM to 7:00 PM EST.
- E. Demonstrate the financial resources to support the Bid. A copy of the most recent audited Annual Report is requested to be submitted with the proposal.
- F. Provide documentation to show the manufacturer has been in business for five (5) years.
- G. Provide three references from organizations of comparable size and complexity to M-DCPS. At least one of the references must be a K-12.

## **6.0 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 subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

## **7.0 COMPLIANCE WITH FEDERAL REGULATIONS**

All contracts or bids involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and Section 85.510 Code of Federal Regulations and are included by reference herein. The manufacturer certifies by signing the proposal that the manufacturer and its 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 bid with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the manufacturer shall immediately notify the Assistant Superintendent, Procurement Management Services, in writing.

Manufacturers will also be required to provide access to records, which are directly pertinent to the bid and retain all required records for three years after the grantee (The Board) or sub-grantee makes final payment.

For all contracts or bids involving Federal funds, in excess of \$10,000, The Board reserves the right to terminate the bid for cause as well as for convenience by issuing a certified notice to the manufacturer.

## **8.0 E-RATE PROGRAM PARTICIPATION AND INVOICING PROCEDURES**

- A. Where M-DCPS purchases are made using available E-rate funding, the selected Contractor will be required to submit their Service Provider Invoice ("SPI") to the District after services and/or equipment have been delivered, installed and are operational but before any submission to the Universal Service Administrative Company ("USAC") for reimbursement.
- B. The SPI will be a complete invoice of all services and equipment and will reflect all charges to M-DCPS 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.
- C. The SPI will also be required to show an itemized breakdown of all eligible and ineligible equipment and/or services being procured in accordance with the corresponding M-DCPS purchase order.
- D. The Contractor will only be permitted to submit an SPI for reimbursement to USAC once MDCPS has reviewed and has returned a signed approval of said SPI to Contractor. All SPIs will be reviewed within 14 calendar days of receipt by the MDCPS Director of the E-Rate Program.
- E. If, in the course of M-DCPS' review of any SPI, M-DCPS finds any variances between those items delivered and those for which a bill is being submitted, the MDCPS E-Rate staff will notify the Contractor that they have not approved the SPI and will indicate which items need to be modified. Once any variances are corrected, the Contractor must resubmit the SPI to the M-DCPS Director of the E- Rate Program for their approval. M-DCPS will again have 14 calendar days to review the SPI.
- F. Contractor agrees that, at any time, M-DCPS is free to verify with USAC that only those MDCPS approved SPIs have been submitted to USAC for reimbursement. Any indication that non-approved SPIs have been submitted to USAC will be considered a material breach of the terms of the bid. 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 within the program.
- G. Damages assessed to the Contractor for submission of a non-approved SPI may include and are not limited to suspension of the contract, termination of the contract, damages in the amount of the overpayments made to Contractor by M-DCPS or USAC, or suspension or disbarment from participation in the E-Rate program. In no way shall this bid modify or limit the rights of USAC against the Contractor.

## **9.0 BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees to certify under oath and penalty of perjury, see Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005)) which is incorporated fully herein by reference, that Contractor and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

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 sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued 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 Agreement, 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 s. 435.04, Florida Statutes 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 was 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 a qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.**

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

Sworn Statement – New Bids may be downloaded at:

<http://procurement.dadeschools.net/JessicaLunsfordAct.asp>

#### **10.0 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.

#### **11.0 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).

The School Board of Miami-Dade County, Florida shall be prohibited from entering into any business relationship or continue an existing business relationship with any person or entity determined to have engaged in violation of the restriction contained in this provision.

#### **12.0 FORCE MAJEURE**

With exception of Source Code and related documentation held in escrow, neither the BOARD nor Manufacturer shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to wars, acts of God, flood, windstorm, explosion, riots, sabotage and fire, provided that prompt notice of such delay is given to the other party.

#### **13.0 WAIVER OF RIGHTS**

The failure of either party to exercise any rights or insist in any instance upon strict performance by the other party of any provision in this Bid shall not be deemed a waiver of any rights or a bar to the later exercise thereof under this Bid.

#### **14.0 SEVERABILITY**

In the event that any provision, or portion, of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

#### **15.0 CHOICE OF LAW/VENUE**

This Agreement and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the state of Florida and the parties agree that the venue of any action at law or equity regarding this Agreement shall be in any court of competent jurisdiction within Miami-Dade County, Florida.

16.0 **PUBLIC RECORDS LAW**

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine, pursuant to Florida Statute §286.011 and to make available for public inspection and copying any information received in response to an RFP, in accordance with Florida Statute §119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the proposer would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

17.0 **ASSIGNMENT**

Manufacturer may not assign this Bid. The foregoing shall not be construed to limit the Awardee's right to use qualified subcontractors in performance of portions of the services provided hereunder.

18.0 **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 items related to a bid award as a result of this Invitation to Bid, shall be handled through the following procedure:

STEPS	THE BOARD (M-DCPS)	THE CONTRACTOR
FIRST STEP	CONTRACT MANAGER	PROJECT MANAGER
SECOND STEP	SUPERVISOR	EQUIVALENT MANAGEMENT LEVEL
THIRD STEP	CHIEF INFORMATION OFFICER INFORMATION TECHNOLOGY SERVICES	EQUIVALENT MANAGEMENT LEVEL
FOURTH STEP	CHIEF BUSINESS OFFICER BUSINESS MANAGEMENT	EQUIVALENT MANAGEMENT LEVEL
FIFTH STEP	THE SCHOOL BOARD OF MIAMI-DADE COUNTY	PETITION TO THE BOARD

19.0 **NON-EXCLUSIVITY**

M-DCPS reserves the right to procure the items herein described in any manner it sees fit, including, but not limited to, awarding of other bids or contracts, and use of contracts awarded by GSA, the State of Florida, any other county or municipality, or authorized contract, whichever is considered to be in the best interest of the Board.

20.0 **PROPOSERS PERFORMANCE**

Bidder must have the ability to provide products and services requested in this bid. Manufacturers will be requested to provide information regarding previous experience and references in the K-12 market. Past performance on similar bids may be a consideration in the evaluation process including delivery performance, invoicing, and product performance. Awarded manufacturer(s) performance on this bid may affect future bid awards based on performance on this bid. Bidders' performance may be based on the following which may include but not be limited to: late/non deliveries, partial deliveries, delivery of wrong materials, products not meeting specifications, providing incorrect prices, invoicing problems, default, etc.

## **19.0 STUDENT DATA PRIVACY**

Awardees understand and agree that it is subject to all School Board rules, state, and federal laws relating to the confidentiality of student information. Awardees further agree to comply with the Family Educational Rights and Privacy Act ("FERPA"). Awardees shall treat all student information as confidential and shall not disclose this student information to any third party.

## **21.0 EMPLOYEE DATA PRIVACY**

Awardees agree that should it come into possession of the Social Security Number, Address and/or current personnel evaluation regarding any employee of the Miami-Dade County Public Schools, it will not release such information to any third party without first giving written notice of such intended action to the School District.

## **22.0 CHARTER SCHOOLS**

Items awarded under this bid shall be made available to Charter Schools approved by the School Board. The School Board is not responsible or liable for any purchases that may be made by Charter Schools

## **23.0 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. 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. The School Board is not responsible or liable for any purchases that may be made by Miami-Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida.

## **24.0 PURCHASES BY BOARD EMPLOYEES AND STUDENTS**

Bidder shall maintain a separate site for employees and students to purchase equipment at discounts as offered to the District in the proposal or Special buys as may be negotiated. District is not liable for purchases made by employees or students.

## **25.0 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 manufacturers 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 manufacturers 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 may be 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.

Bidder must be able to provide level three (III) reporting on transactions to the credit card company utilized by the District and/or provide a monthly transaction file (in a format to be determined by M-DCPS) to include at a minimum the following information:

- Site/School
- Manufacturer
- Product Name
- Product Number
- Quantity Purchased
- Price Paid
- Transaction Information including date

## **26.0 PRODUCT APPROVAL**

Computer manufacturers/brands or model revisions with substantial technology changes, never previously tested or reviewed by the District, may be required to be submitted by the proposer for testing and approval by Information Technology Services, or samples may be required for testing prior to award. One unit, as specified in the attached documentation, for each unit submitted for consideration, shall be delivered to ITS for testing. Samples will be supplied to the District at no charge.

## **27.0 SAMPLES & DEMOS**

Samples and Demos of new and/or current manufactures products, if required, shall be delivered within (10) ten days after request to: The ITS warehouse, 2740 NW 104 Court, Miami, FL 33172 or Instructional Technology, 1500 Biscayne Blvd, Miami, Florida 33132. Samples not received within the ten (10) days may be considered non-responsive, and proposer and/or item may not be recommended for award. Samples and Demos will be provided at no charge to the District and will be made available for a minimum of ninety - (90) days.

## **28.0 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.

## **29.0 TECHNICAL MAINTENANCE MATERIAL AND INSTRUCTIONS**

The successful bidders must furnish one set of schematics and parts list for each and every model of equipment awarded, when requested. Furthermore, for each and every model of equipment delivered, the successful bidders shall supply a brochure and/or Operating manual describing all of the operating instructions required to have the equipment perform in accordance with the manufacturer's specifications.

## **30.0 OPERATING SYSTEM**

The manufacturer shall pre-load the operating system on the computer or server unless otherwise specified on the purchase order and the manufacturer shall provide a Certificate of Authenticity and CD of installed operating system or system recovery disks for each computer or server. License numbers must be provided for all software. A Label with the Certificate of Authenticity information is requested to be affixed to the CPU casing, for all units delivered under this bid, in an easy to view location.

**31.0 LABELING**

**All systems must display the following information at minimum:**

- 1     Serial # of unit
- 2     FCC Compliance — Class B Certification Code
- 3     UL listed identification
- 4     Operating System Certificate of Authenticity
- 5     Model Number

**Label should be affixed in an easy to view area on the outside of the CPU housing.**

**32.0 REQUEST FOR QUOTATION PURCHASE/PRICING REFRESH**

Successful Bidders shall be approved to participate in Request for Quotations, as required. Successful Bidders shall be invited to offer a fixed price for item(s) as specified. These prices must remain firm and fixed per the Request for Quotes (RFQ). Successful Bidders will be placed in a database and shall be contacted via fax, letter, e-mail, or other electronic method for quotes. All successful Bidders will be invited to offer other quotes. Results may be posted to the internet and District Catalog. Schools and District Offices will utilize these prices to make selections based on the specifications required at their site.

**33.0 POSTING AUTHORIZED PRODUCT AND USE OF MANUFACTURER WEB SITES**

Awarded product will be posted on the District's Web Site and/or Catalog. Awardees will be requested, upon notification, to:

Supply electronically, in a format to be determined by M-DCPS, information that must include:

- Descriptive text in a downloadable file; and
- File of items for download into the District's Catalog.

The requested information will be used to populate the catalog, for items awarded, with sufficient information and descriptive detail to allow for ease of use and item selection, to the District's end users. It is the intent of the District to utilize the Catalog (or other EProcurement systems) as the procurement method, whereby schools and offices will be required to utilize the items which are specifically posted on the schools site.

**34.0 ORDER PROCESS**

Purchase orders issued through the current financial system are e-mailed to the manufacturer. The purchase order is the official notice to deliver materials described therein; and the time allowed for delivery begins with the date of the purchase order. In the event that the manufacturer fails to deliver materials in accordance with the terms and conditions of the bid and purchase order, the manufacturer shall be considered in default of the bid.

Awarded manufacturers are expected to work with the District in achieving an electronic solution for order placement and payment.

The District will seek to incorporate best practices into achieving a solution that is effective and efficient and incorporates electronic order placement, payment and the ability to take advantage of early payment incentives.

### **35.0 WARRANTY**

The warranty for equipment, after delivery and acceptance by the school or department, shall be for three (3) years on-site, including all parts and labor. The response times on all warranty issues are as specified within **Section 40.0 PRIORITIES FOR SERVICE**, and all warranty work on computer systems shall be completed within three days of notification from the end user. If the equipment cannot be restored to normal operation within three (3) working days, the manufacturer must provide replacement equipment as a loaner at no additional cost to M-DCPS until the M-DCPS owned equipment is repaired and reinstalled. A detailed description of all repair work shall be provided to the end user after the work is completed.

When performing any work at a school site, service personnel must check in at the main office prior to commencement of work. Additionally, manufacturer's representatives must comply with Special Condition 37, JESSICA LUNSFORD ACT. If equipment cannot be repaired at the site, the manufacturer will provide shipping materials, shipping instructions, call tags and pay all shipping charges. If repairs cannot be made within three days, the manufacturer may be considered in default of the bid.

**36.0 PROJECTED MAXIMUM ACCEPTABLE DEAD-OUT-OF- BOX (DOB) RATE**

The projected maximum acceptable DOB rate, shall not exceed 2 units per every 100 units installed or 2%. Units received DOB will be required to be replaced, within 10 working days, with the same specified model, at no additional cost to the District. DOB rates exceeding this shall be grounds for default.

**37.0 PROJECTED MAXIMUM ACCEPTABLE COMPONENT FAILURE RATE**

A failure shall be defined as any hardware component malfunction that makes the unit inoperable within the first 6-months of operation. Component failure on the same or a combination of multiple components, occurring three (3) times within the first 6-months of operation will be deemed unacceptable performance by the District. Units received experiencing multiple component failure as documented through warranty repair work receipts, will be required to be replaced within 10 working days, upon written notification to manufacturer, with the same specified model, at no additional cost to the District. Manufacturers with shipment of more than 2 units per every 100 units installed or 2% of computers experiencing component failure may be considered in default of the bid.

**38.0 MANUFACTURER(S) RESPONSIBILITIES**

- A. It is understood and agreed that the manufacturer is solely responsible for all equipment and labor provided by this bid. All hardware, software, and firmware provided must meet or exceed original OEM requirements. All software bug fixes, required for operation of hardware (drivers, etc.) must be tested and supplied at no additional cost to M-DCPS.
- B. Manufacturer must maintain an inventory of spare parts for all equipment covered by this Bid.
- C. Employees of the Manufacturer must be technically competent and able to perform the work. Employees must display at all times, photo identification when visiting an M-DCPS site and obtain the proper M-DCPS visitor's badge where applicable
- D. Employees of the Manufacturer must cooperate with M-DCPS site personnel to minimize disruption to the school or site operations.
- E. Manufacturer must maintain a state of the art service shop with modern high quality test equipment. Field technicians must be equipped with adequate tools and test equipment to perform on-site diagnostics and replacement of failed subassemblies such as motherboards, circuit cards, disk drives, keyboards, power supplies, and various types of monitors
- F. Manufacturer must provide on a monthly basis, an updated list of their escalating chain of command with telephone numbers. Manufacturer must provide emergency contacts and have a trained technician available 24 hours per day, every day of the year.
- G. Manufacturer must agree to supply a monthly updated list of technicians and within 24 hours of any technician leaving the employment of the manufacturer
- H. Manufacturer agrees to meet on site with ITS personnel to accomplish resolution of unresolved trouble calls at times and dates arranged by M-DCPS personnel.

- I. Manufacturer must cooperate with M-DCPS personnel to record and manage the inventory of equipment. Items that are removed due to failure and replaced by like items must be recorded by its M-DCPS Property Control Number (PCN). If there is no PCN, then model type and Serial Numbers (SN) should be used. If there is no SN, then manufacturer and model type should be used. If an on-site M-DCPS-owned part is used, to replace a failed part, the Manufacturer must provide a written report and a replacement part to M-DCPS as soon as possible not to exceed thirty (30) days.

A copy of this report must be provided to ITS Network Support Help Desk. Inventory control must be a major factor in managing this bid. Identification of M-DCPS-owned and Manufacturer-owned parts will be a continuing process to prevent loss to either party. An MDCPS "Outgoing Controlled Equipment" form must be completed whenever equipment is being replaced and/or removed from the site. The manufacturer must fax their copy of the MDCPS Outgoing Controlled Equipment form to the Network Help Desk within 48 hours of the service call. It is the site's responsibility to fill out the form.

- J. Manufacturer must provide a label on equipment serviced, in a conspicuous location, specifying date of service, technician's name, time, and problem number.
- K. A minimum 90-day warranty or the remainder of the existing warranty on the computer or server, whichever is longest on all parts and labor is required on all service calls. In the event the manufacturer of the parts offers a longer warranty period, or if the equipment is still under the original warranty period, M-DCPS must receive the longer-term warranty. Manufacturer is to utilize new OEM parts if available.

Refurbished parts must have the same warranty as new parts. M-DCPS must be advised if refurbished parts are to be utilized and must approve their use.

- L. Manufacturer must adhere to M-DCPS software, hardware, LAN, WAN, etc. standards when replacing software/hardware. All replacements will be with manufacturer specific like items, which are equal or better in performance and capabilities and a vintage not older than that being replaced, including all network devices. Anytime that a manufacturer must change a manufacturer part due to obsolescence and **ONLY** obsolescence, the new manufacturer must be approved in writing by the **M-DCPS ITS CIO**, before its installation is done.
- M. Manufacturer should have in place a plan for rapid replacement of systems that must be replaced due to a disaster.
- N. Manufacturer is fully responsible for any equipment taken off M-DCPS premises when replaced by a loaner of like model. Manufacturer cannot remove any equipment without the prior authorization from site location administrator.
- O. Manufacturer will maintain and provide to M-DCPS a current list of employees authorized to provide service under this bid.
- P. At its discretion, M-DCPS reserves the right to request any and all equipment and/or parts, replaced for Service Call requests, which will be billed as Time and Materials.

- Q. Manufacturer must maintain a state of the art service facility within the tri-county area with the ability to meet the Priority One (1) Service Level requirement. Furnished with modern high quality test equipment. Field technicians must be equipped with adequate tools and test equipment to perform on-site diagnostics and replacement of failed subassemblies such as motherboards, cards, disk drives, keyboards, power supplies, and various types of monitors or any other service that may be required in maintaining warranty service requirements.

### **39.0 SERVICE CALLS: VARIOUS SCHOOLS AND DISTRICT OFFICES**

A. Manufacturer must accept calls from ITS, individual schools or departments on an as needed basis.

B. Locations must provide the following information to the Manufacturer:

- 1 A short description of the trouble
- 2 A contact person's name, the location needing service
- 3 A phone number for the location
- 4 The access hours at the location
- 5 Manufacturer, model number and serial number

### **40.0 PRIORITIES FOR SERVICE**

The **Network Support Help Desk** may determine and assign the priorities of all service calls

- A. Priority One (1) calls are defined as calls placed for equipment assigned to the Office of the Superintendent of Schools, the Superintendent's Cabinet, the Board Member's Office, and equipment assigned to departments such as School Police where outages can create safety to life issues. Priority One (1) service calls must be given immediate attention and the service must occur before any other service calls. Response to a Priority One (1) must be that a technician must be on site within two(2) working hours of the initial call. If the unit cannot be restored to normal operation within eight (8) working hours from time of M-DCPS call, the manufacturer must provide replacement equipment as a loaner at no additional cost to MDCPS until the M- DCPS owned equipment is repaired and reinstalled. Manufacturer cannot remove any equipment without the prior authorization from the Network Support Help Desk.
- B. Priority Two (2) service calls must be served immediately after the Priority One (1) service call. Response to a Priority Two (2), must be that a technician must be on site within eight (8) working hours or the next business day of the initial call. If the unit cannot be restored to normal operation within sixteen (16) working hours or two working days from the time of MDCPS call, the manufacturer must provide replacement equipment as a loaner at no additional cost to M-DCPS until the M-DCPS owned equipment is repaired and reinstalled. Manufacturer cannot remove any equipment without the prior authorization from the Network Support Help Desk.
- C. Priority Three (3) service calls must be served after Priority Two (2) service calls hours. If the unit cannot be restored to normal operation within Thirty-Six (36) working hours or Three (3) working days from time of M-DCPS call, the manufacturer must provide replacement equipment as a loaner at no additional cost to M-DCPS. MDCPS owned equipment is repaired and reinstalled. Manufacturer cannot remove any equipment without the prior authorization from the Network Support Help Desk.

D. Failure to meet Priority One (1) call service requirements, as defined in 40.0A, may result in a \$50.00 penalty, per call, to the manufacturer. Failure to meet Priority Two (2) calls service level requirements, as defined in 40.0B, may result in a \$25.00 penalty, per call, to the manufacturer.

#### **41.0 DELIVERY**

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB destination to any point within thirty (30) days after receipt of purchase order or as instructed in purchase order. Manufacturers must notify the Buyer of any potential delivery delays or delays in availability of product. Evidence of inability to deliver or intentional delays may cause termination of the bid. It shall be the responsibility of the successful bidders to include inside delivery with every unit.

Lift gate delivery will be required at most school and administrative sites as dock level deliveries are an option at warehouse locations only. Deliveries shall be scheduled during normal business hours, 8:00am to 4:00pm, Monday through Friday, unless other arrangements are made with the site administrator.

Packing lists must accompany all shipments. Packing lists should indicate the delivery address, purchase order number, item description, quantities and units, price.

#### **42.0 HOURS OF ON-SITE MAINTENANCE AVAILABILITY**

Site availability varies by location and may include operation between 4am through 11pm, Monday through Friday, or as agreed to. Manufacturer shall not impede nor interfere with the normal function of the facility, its occupants, or its programs. Typical working hours are 7:30am to 4:30pm for District staff. Arrangements outside these hours must be made with and approved by District administrative staff in writing.

#### **43.0 REPORTING**

Manufacturer must agree to meet at ITS or ITS designated location within the District's boundaries on a monthly basis. The purpose of the meeting will be to discuss adherence to the SLA's, project status, upcoming projects, and challenges with representatives of Contract Financial Services, ITS staff, IT staff, Accounts Payable and Procurement Management.

Any information provided during meetings in reference to manufacturer long term product marketing plans, and/or long term product technology strategies will be considered Intellectual proprietary information not applicable to release, thus negating the need for the signing of individual Non-Discloser Agreements by district personnel.

#### **44.0 TERMINATION OF BID**

The termination of the Bid shall be governed by the following terms and conditions if the Manufacturer shall be considered in default.

Should the manufacturer fail or neglect to perform the work properly and diligently in substantial accord and compliance with the schedules agreed upon by M-DCPS or if the quality of service does not meet the requirements of M-DCPS, or the manufacturer shall fail or refuse to perform any requirement or provision of the bid specified to be performed by the Manufacturer, then the Board shall notify the manufacturer in writing, listing the specific items to be performed and the time in which performance is to be accomplished. If the manufacturer does not perform within the time specified, the Board may immediately terminate the bid.

#### **45.0 ACCOUNT CONTACT**

The District requires a "Single Local Point of Contact" for Account Relations. At its option, a manufacturer may authorize a single entity, such as a distributor, reseller, partner, authorized dealer or other named agent, to locally represent the manufacturer, for purposes of fulfilling bid requirements such as customer service, sales calls, installations, warranty provisions, etc. If such option is taken by the manufacturer then a letter of authorization from the manufacturer is required.

In the event M-DCPS has a reasonable objection to the assigned "Single Local Point of Contact", Manufacturer shall provide a replacement within 15 calendar days of notice.

#### **46.0 DISCONTINUED PRODUCTS AND SUBSTITUTIONS**

Specifications for replacements must be equal or greater and supplied at the same cost and supplied within the delivery requirements of this bid. District must be notified of replacements and provided with detailed specifications regarding substitutions / replacements. District approval is required on all suggested substitutions and replacements.

#### **47.0 INSTALLATION AND SET-UP**

Installation and set-up consists of unpacking, connection of monitor, keyboard, and mouse, connecting equipment to existing power outlets, ensuring operation of the operating system, basic network setup including Internet access, network connections, and removal of all dunnage from site location. Use of school site dumpsters is forbidden. Manufacturer must insure satisfactory operation of each and every computer system delivered on this bid, requested as installed. Installation shall be completed within three (3) days of delivery date, or as required by the end-user. Charges for installation shall be at the rate established on the bid submission and on future Request for Quotes, as requested.

The manufacturer shall conform to all applicable OSHA, state and local regulations while performing work under this bid, and shall take all necessary, ordinary and extraordinary precautions to provide a safe work environment at all times for the occupants of the school and the general public in and around the work area. The manufacturer shall also insure that M-DCPS property is protected from damage and defacement resulting from the manufacturer's activities. Any such damage shall be corrected by the manufacturer at the manufacturer's sole expense. Prior to payment of the final invoice, all corrections shall be inspected and accepted by the M-DCPS authorized representative.

It is the responsibility of the manufacturer to keep the site free from trash, debris, excess materials, tools and hazardous conditions at all times. The manufacturer shall be responsible for disposal of all waste material, and shall do so in conformance with applicable laws codes and ordinances.

Manufacturer, its employees and / or assigns shall not use M-DCPS restrooms, cafeteria, lounge, equipment, etc. without permission from the M-DCPS authorized representative. Under no circumstance can manufacturer, its employees and / or assigns use a student restroom.

Manufacturer's materials, equipment and tools that are not in use shall be stored in a secured location supplied by the manufacturer and approved by M-DCPS,

M-DCPS is not responsible for loss of tools, equipment or supplies.

Site shall be left in a "broom clean" condition upon completion of work.

Manufacturer shall not block exits, hallways, corridors, driveways, delivery areas, nor impede Ingress or egress.

Manufacturer shall not impede nor interfere with the normal function of the facility, its occupants or its programs

**48.0 DISPOSAL/RE-USE**

Asset Recovery Services may be requested by the District and if utilized will be based on the proposal submitted or as per any quotations obtained. Manufacturer will be required to ensure compliance with Student and Employee data privacy requirements.

**49.0 PRODUCT KNOWLEDGE/TRAINING**

Use of training classes will be based on the prices detailed in a request or as per any quotations obtained.

**50.0 OFFICIAL NOTICES AND POINTS OF CONTACT**

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and deemed to have been served and given if delivered in person to the address listed below for each party. If mailed, said notice must be sent certified mail, returned receipt requested and the effective date will be the date of mailing. The address of the BOARD for all purposes under the Agreement and for notice hereunder shall be:

**Addressed To:**

The School Board of Miami-Dade County, Florida

1450 NE 2<sup>nd</sup> Avenue

Miami, Florida 33132

ATTN: Alberto Carvalho, Superintendent

**With a Copy To:**

The School Board of Miami-Dade County, Florida Avenue

13135 SW 26<sup>th</sup> Street

Miami, Florida 33175

ATTN: Information Technology Services