



**MIAMI-DADE COUNTY PUBLIC SCHOOLS  
REQUEST FOR PROPOSALS**

**SEALED BID NO:** RFP16-058-MT

**TITLE:** Mobile Devices and Services

**DESCRIPTION:** The purpose of this Request For Proposals (RFP) is to select vendor(s) from three (3) manufacturers (Dell, Hewlett Packard (HP), and Lenovo) for mobile device equipment, accessories, peripherals, supplies, maintenance, and support for Miami-Dade County Public Schools students in support of the Digital Convergence initiative.

**TERMS:** Three (3) years (Initial Term) with two (2) one-year Options-to-Renew

**RFP RELEASE DATE:** Tuesday, May 9, 2017

**MANDATORY PRE-PROPOSAL CONFERENCE DATE/TIME:** Tuesday, May 23, 2017 at 10 a.m. EDT or Wednesday, May 31, 2017 at 10 a.m. EDT

**PRE-BID CONFERENCE LOCATION:** Miami-Dade County Public Schools  
School Board Administration Building  
Procurement Management Services  
1450 Northeast 2<sup>nd</sup> Avenue, Suite 650  
Miami, Florida 33132

**DEADLINE FOR QUESTIONS:** Wednesday, May 31, 2017 at 5 p.m. EDT

**PROPOSAL DUE DATE/TIME:** Tuesday, June 13, 2017 at 2 p.m. EDT

**PUBLIC OPENING OF BIDS:** Tuesday, June 13, 2017 at 2 p.m. EDT

**BID OPENING LOCATION:** Miami-Dade County Public Schools  
School Board Administration Building  
Procurement Management Services  
1450 Northeast 2<sup>nd</sup> Avenue, Suite 650  
Miami, Florida 33132

**FOR INFORMATION CONTACT:** Melody Thelwell, MPA  
Chief Procurement Officer  
Phone: (305) 995-1434  
Fax: (305) 995-2445  
Email: [mthelwell@dadeschools.net](mailto:mthelwell@dadeschools.net)

Visit our web site at [www.procurement.dadeschools.net](http://www.procurement.dadeschools.net) to download a vendor registration package. The website also displays Bids, RFPs, bid opening, scheduled Selection Committee Meetings, award recommendations, and the current Board approved Procurement/Purchasing Regulations.

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## DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) "Board Policy" means any and all policies adopted by the School Board and in effect at the time the RFP is published and as they may be amended from time to time ("Board Policy"). All Board Policies are incorporated by reference into this Solicitation and into all Proposals submitted by a Proposer.
- b) "Chief Procurement Officer" means the individual who serves as the principal public purchasing official for the District.
- c) "Contractor" means a person, firm, entity or organization who contracts to furnish supplies or perform work at a certain price or rate.
- d) "Department" means the division within the District that is requesting the services or product throughout this request for proposal.
- e) "Proposer", "Submitter," "Offerer" or "Respondent" means the person, firm, entity or organization submitting a response to this Solicitation.
- f) "Selection Committee" means a committee of individual(s) who evaluate and rank proposals; conduct negotiations; and makes a contract award recommendation to the District and its respective Committees.
- g) "Scope of Services" or "Scope of Work" means the work to be performed by the Proposer or Consultant as described in Section 2.0 of this RFP, as amended thereto.
- h) "Solicitation" means this Request For Proposals (RFP) or Request For Qualifications (RFQ) or Request For Information (RFI) document, and all associated amendments and attachments.
- i) "Subcontractor," "Sub-Proposer" or "Sub-consultant" means any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the District, whether directly or indirectly, on behalf of the Proposer.
- j) "Superintendent", "Superintendent of Schools" means the Secretary and executive officer of the district school board.
- k) "The School Board of Miami-Dade County, Florida ("School Board")", means the governing body of elected officials comprising the district school board and who review and have the authority to approve or reject any and all recommendations for contract awards. "Miami-Dade County Public Schools", "M-DCPS", "The School Board of Miami-Dade County, Florida" or "District" are interchangeable terms.
- l) "Work", "Services", "Program", "Project" or "Engagement" means all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services in Section 2.0 and the terms and conditions of this Solicitation.

## **SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES**

### **1.1 INTRODUCTION/BACKGROUND**

Miami-Dade County Public Schools (“M-DCPS”) is the fourth largest school district in the United States, comprised of approximately 392 schools, 345,000 students and over 40,000 employees. Located at the southern end of the Florida peninsula, the school district stretches over 2,000 square miles of diverse and vibrant communities ranging from rural and suburban to urban cities and municipalities. A truly global community, district students speak 56 different languages and represent 160 countries.

The Vision, Mission and Core Values of the M-DCPS are as follows:

#### **VISION**

We provide a world class education for every student.

#### **MISSION**

To be the preeminent provider of the highest quality education that empowers all students to be productive lifelong learners and responsible global citizens.

#### **CORE VALUES**

##### **Excellence**

We pursue the highest standards in academic achievement and organizational performance.

##### **Equity**

We foster an environment that serves all students and aspires to eliminate the achievement gap.

##### **Student Focus**

We singularly focus on meeting our students’ needs and supporting them in fulfilling their potential.

##### **Innovation**

We encourage creativity and adaptability to new ideas and methods that will support and improve student learning.

##### **Accountability**

We accept responsibility for our successes and challenges and seek to transparently share our work on an ethical manner, as we strive towards continuous improvement.

### **1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS**

M-DCPS is seeking proposals from from three (3) manufacturers (Dell, Hewlett Packard (HP), and Lenovo) for mobile device equipment, accessories, peripherals, supplies, maintenance, and support for Miami-Dade County Public Schools in support of the Digital Convergence initiative. The selected Proposer will be awarded a three (3) year agreement, with two (2) one-year options to renew at the District’s sole discretion.

### 1.3 RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

RFP available for distribution:	Tuesday, May 9, 2017
Mandatory Pre-Proposal Conference date, time and place:	Tuesday, May 23, 2017 at 10 a.m. EDT <u>or</u> Wednesday, May 31, 2017  Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 <sup>nd</sup> Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of questions:	Wednesday, May 31, 2017 at 5 p.m. EDT Emailed to Procurement Staff (See Section 1.4)
Deadline for receipt of proposals:	Tuesday, June 13, 2017 No later than 2 p.m. (local time) (See Section 1.9 for location)
Selection Committee Meetings:	To Be Determined and Published via Procurement Management Services' website
Projected Board Approval of Contract:	July 2017
Projected contract start date:	July 2017

### 1.4 CONTACT PERSON

The contact person for this RFP is:

Name and Title:	Melody Thelwell, MPA Chief Procurement Officer
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2 <sup>nd</sup> Avenue, Suite 650 Miami, Florida 33132
E-mail Address:	<a href="mailto:mthelwell@dadeschools.net">mthelwell@dadeschools.net</a>
Telephone:	(305) 995-1434
Fax:	(305) 995-2445

Explanation(s) desired by Proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

Proposers are advised that from the date of release of this RFP until recommendations for award are published to the School Board or one of its committees, **NO verbal contact with District personnel related to this RFP is permitted**, except as authorized pursuant to the Cone of Silence provision herein at **Section 1.5**. Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the Proposer's submittal.

### **1.5 CONE OF SILENCE**

As stated within School Board Rule Policy 6325, "Cone of Silence" means a prohibition on any communication regarding a particular Request For Proposals (RFP), bid, or other competitive solicitation between:

1. any person who seeks an award there from, including a potential vendor or vendor's representative; and
2. any School Board member or the member's staff, the Superintendent, Deputy Superintendents and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process. For purpose of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

A Cone of Silence shall be applicable to each RFP, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include any advertisement and public solicitation for goods and services in a statement disclosing the requirements of this section.

The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process. All provisions of the above-referenced School Board Rule Policy 6325 apply to this solicitation.

### **1.6 LOBBYING**

School Board Policy 8150, LOBBYISTS – states, in part, that The School Board of Miami-Dade County, Florida, has determined and declared that the operation of responsible government requires that the fullest opportunity be afforded to the people to petition the School Board and the Miami-Dade County Public Schools District to express freely their opinions on School Board actions and issues; and that to preserve and maintain the integrity of the governmental decision-making process, it is necessary that the identity, expenditures, fees, and activities of certain persons who engage in efforts to influence actions of School Board members and employees either by direct or indirect communication be publicly and regularly disclosed.

Lobbyist means any individual, firm, or corporation compensated by or who contracts for economic consideration from any principal person or organization for the purpose of lobbying. Lobbying means any oral or written communication, direct or indirect with the School Board,

members of the School Board, School Board Committees, School Board Administrative Assistants, School Board Attorneys, or members of the Miami-Dade County Public Schools administrative staff, for the purpose of influencing any action, non-action or decision, or attempting to obtain the good will of a School Board member or employee of the school district. Pursuant to this rule, lobbyists shall complete annually, a Lobbyist Registration Form, and pay the annual registration fee. Furthermore, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The Board policy may be accessed at: <http://www2.dadeschools.net/schoolboard/rules/>

### **1.7 RFP AVAILABILITY**

The solicitation package is available through the District's Procurement Management Department. Please email your request to Melody Thelwell, Chief Procurement Officer, at [mthelwell@dadeschools.net](mailto:mthelwell@dadeschools.net). Proposers or Respondents who obtain copies of this Solicitation from sources other than the District's Procurement Management Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks.

### **1.8 TERM AND RENEWAL**

The term of the resulting agreement shall be for a period of three (3) years, with two (2) one year options to renew, all at the sole discretion of the District. The option to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof. The District, in its sole discretion, may negotiate a different contract term (fixed term and option periods) from the term advertised in this RFP in the best interests of the District.

### **1.9 PROPOSAL SUBMISSION**

The entire proposal packets, including all originals and copies, must be submitted in a main sealed envelope or container (box). Proposals must be submitted in the following format:

- **One (1) unbound original proposal with all attachments and original signatures.**
- **Ten (10) bound copies of the original proposal.**
- **Twenty (20) electronic versions on USB Drives in Microsoft Word, Excel or PDF format. All contents on the electronic version must be consolidated into a single file.**

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins and spacing. Proposals must be received by the deadline for receipt of proposal

specified in this RFP Timetable. The original and all copies must be submitted in a sealed envelope or container clearly labeled on the outside with the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

**Miami-Dade County Public Schools  
School Board Administration Building  
Procurement Management Services  
Attn: Melody Thelwell, MPA  
1450 N.E. 2nd Avenue, Suite 650  
Miami, FL 33132**

Hand-carried proposals may be delivered to the above address ONLY between the hours of 9 a.m. and 4 p.m.; Mondays through Fridays (however, please note that proposals are due at the District on the date and at the time indicated in Section 1.3. Additionally, M-DCPS is closed on holidays observed by the District. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Proposal response submission to the Procurement Management Services on or before the stated time and date will be solely and strictly the Proposer's responsibility. M-DCPS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.

Proposals must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the District as constituting an offer by the Proposer to perform the required services at the stated prices.

#### **1.10 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference has been scheduled for the date, time, and place specified in this RFP Timetable (see Section 1.3). **Attendance is mandatory and each proposer MUST attend on the the scheduled pre-proposal conference.** Please note, bidders may ask questions, however, all questions MUST be submitted in writing by the due date stated in Section 1.3.

#### **1.11 ADDITIONAL INFORMATION / AMENDMENT**

Requests for additional information or clarifications must be made in writing and received by the Buyer for this RFP, in accordance with Section 1.4 above, no later than the deadline for receipt of questions specified in the RFP Timetable (see Section 1.3). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, email and facsimile number.

Email requests for additional information will be received by the Buyer at the email address specified in Section 1.4 above. Emails should have at a minimum, the Proposer's name, name of Proposer's contact person, address, phone number, facsimile number, and RFP number and title. A copy of any written communication or email must be sent to the Executive Assistant to the Clerk of the School Board as fully described at Section 1.5 above.

The District will issue responses to inquiries and any other corrections or changes it deems necessary by way of written solicitation amendments issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written amendments to this RFP. Where there appears to be conflict between the RFP and any amendments, the last amendment issued shall prevail.

It is the Proposer's responsibility to assure receipt of all amendments. The Proposer should verify with the designated Buyer prior to submitting a proposal that all amendments have been received. Proposers are required to acknowledge the number of amendments received as part of their proposals (see attached Exhibit 3).

Proposers who obtain copies of this RFP from sources other than the District's Department of Procurement Services risk the potential of not receiving amendments since their names will not have been included on the Proposer List for this particular RFP. Such Proposers are solely responsible for those risks.

### **1.12 PROPOSAL GUARANTEE DEPOSIT**

No Proposal Guarantee Deposit will be required for this RFP.

### **1.13 PERFORMANCE OR PAYMENT BONDS**

No Performance or Payment Bonds will be required for this RFP.

### **1.14 SMALL BUSINESS ENTERPRISE PROGRAM**

The School Board of Miami-Dade County, Florida, has a strong commitment to SBE participation as part of all related procurement processes and continues to reflect such commitment. The School Board has an active Small Business Enterprise (SBE) Certification Program, to increase contracting opportunities for SBE's. Pursuant to Board Policy 6320.02, the Board may apply scoring incentives and/or other incentives for SBE/MBE firms responding to this RFP. The Office of Economic Opportunity must certify all SBE's, prior to contract award. The application may be accessed through the following link:

<http://forms.dadeschools.net/webpdf/3920.pdf>

Vendors certified as an SBE with any entity or agency other than The School Board of Miami-Dade County, Florida, may not be acceptable. Proposers will certifications from other entities or agencies must contact our OEO office for additional information. A current list of certified SBE/MBEs can be found online at [www.oeo.dadeschools.net](http://www.oeo.dadeschools.net) or by contacting the Office of Economic Opportunity at (305)-995-1307.

### **1.15 LOCAL PREFERENCE**

The School Board of Miami-Dade County, Florida, adopted School Board Policy 6320.05, which gives local preference to businesses located in Miami-Dade County, Florida, when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of \$50,000 or the current formal bidding threshold set by Statute. The preference does not apply to goods or services exempted

by statute as reflected in Policy 6320, or prohibited by Federal or State law, or other funding source restrictions.

**Definition:**

Local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy 6320.04.

**PROCESS:**

Request For Proposals:

If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local proposer(s), then the local vendor(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) of the cost proposed by the non-local vendor, all other technical requirements being equal. In the case of a tie in the best and final proposal between a local business, the tie shall be broken as delineated in Policy 6320. Proposers claiming local vendor preference must submit a Local Business Affidavit of Eligibility (Exhibit 4) and a copy of its business license with its response.

The Board policy may be accessed at: <http://www2.dadeschools.net/schoolboard/rules/>

**1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITATION**

All proposals received in response to this RFP, will be sealed for a period of 20 days, pursuant to Florida Statute 119.07, to allow for the request and receipt of any missing documents.

Respondents who do not meet all the requirements for the RFP may be contacted to submit the missing information within 2 business days. If the District requests missing documentation and does not receive the documents within the stated deadline, incomplete or noncompliant proposals may be disqualified.

**1.17 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

No late proposal, bid, modification, or late withdrawal will be considered. Each bidder MUST submit Exhibit 11, Proposal Submittal Receipt Form, which provides documentation of the submittal date and time.

**1.18 RFP POSTPONEMENT/CANCELLATION**

The District may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

When a solicitation is canceled, notice of cancelation shall be posted on the District’s website and sent to all proposers solicited.

**1.19 COSTS INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of proposals to the District, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, or for any other effort required of or submitted by the Proposer prior to commencement of work as defined by a contract executed by M-DCPS.

**1.20 COMPLIANCE WITH LAWS, ORDINANCES, CODES AND RULES/REGULATIONS**

Proposers shall certify their ongoing compliance with the School Board Policies. Furthermore, Proposers must be familiar with and must be in compliance with all Federal, State and local laws, ordinances, codes, resolutions and implementing rules and regulations that may in any way affect the products or services offered. In the event of a conflict between this RFP and these legal requirements, the legal requirements shall prevail.

- (a) Proposer must complete, sign as required and submit the following documents at the time of RFP submission due date. Also see Section 4.1.

Exhibit 1	Cover Page for Proposal
Exhibit 2	Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP Process)
Exhibit 3	Acknowledgment of Amendments
Exhibit 4	Local Business Affidavit of Eligibility
Exhibit 5	Florida Statutes on Public Entity Crimes
Exhibit 6	Vendor Experience
Exhibit 7	Anti-Collusion Statement
Exhibit 8	Disclosure of Employment of Former School Board Employees
Exhibit 9	Hardware Specifications
Exhibit 10	Repair and Warehouse Locations
Exhibit 11	Proposal Bid Submittal Receipt

By completing and submitting said documents, the Proposer affirms continued compliance with the provisions of the District and School Board policies and procedures, as may be amended.

## **1.21 AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)**

Proposers are advised that the attached Affidavit of Identifying Authorized Representative for Selection Committee Proceedings (RFP Process) (see Section 7 Exhibit 2) must be completed, notarized and included with the proposal submission.

Any person who appears as a representative for an individual or firm for oral presentations before a M-DCPS selection or similar committee must be listed on this Affidavit. Persons listed on the affidavit are not required to pay any lobbying registration fees. Additional authorized representatives for Oral Presentations including negotiations under this RFP process shall be recognized upon submission, prior to oral presentation, to the M-DCPS Buyer of another fully executed affidavit (Exhibit 2). Any person not listed on the affidavit shall be excluded from participation in oral presentations, unless he or she is registered with the Clerk of the Board and has paid all applicable fees as a registered lobbyist.

NOTE: Other than for oral presentations under this RFP process, Proposers who wish to address any M-DCPS School Board member or an M-DCPS committee or subcommittee concerning any actions, decisions or recommendations of M-DCPS personnel must register with the Clerk of the School Board and pay all applicable fees as a registered lobbyist under School Board Policy 8150.

## **1.22 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Proposer/Vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted Proposer list. Attached is a Public Entity Crime Disclosure Affidavit (Exhibit 5) that must be completed and notarized prior to award unless an Affidavit of Continued Compliance is applicable and is appropriately executed.

## **1.23 PROPRIETARY/ CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of, or in support of, proposals would be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Proposer shall not submit any information in response to this solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the District in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the District shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of

the proposal. The redaction or return of information pursuant to this clause may render a proposal not eligible for consideration. Alternatively, the Proposer may choose in writing to waive any claim to confidentiality promptly upon written notice from the District.

#### **1.24 EVALUATION/SELECTION PROCESS**

Please see Section 5.0 of this document for the Evaluation/Selection process that shall govern this RFP.

#### **1.25 PROTEST TO CONTRACT SOLICITATION OR AWARD**

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](http://www.dadeschools.net)

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 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 of 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.

The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and Board Policy 6320. 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 bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Formal written protests will be reviewed by Procurement Management Services who will offer the protesting proposer the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the Proposer may seek an administrative hearing pursuant to 120.57 Florida Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Policies 6320 and 0133.

The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk  
Miami-Dade County Public Schools  
1450 Northeast Second Avenue, Room 268B  
Miami, Florida 33132  
Fax: (305) 995-1448  
E-Mail: [Dllopiz@dadeschools.net](mailto:Dllopiz@dadeschools.net)  
[celiarubio@dadeschools.net](mailto:celiarubio@dadeschools.net)

#### **1.26 NOTICE OF AWARDS**

The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request re-bids. The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

Notices will be posted on the District's website no later than the Friday preceding a regularly scheduled Board meeting.

Awards become official upon the Board's formal approval of the award.

### **1.27 DEFAULT**

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Proposer 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. Statute, and School Board Policy 6320. 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 Policy 6320.

### **1.28 COMPLIANCE WITH STATE/FEDERAL REGULATIONS**

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the proposal 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 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.

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.

### **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 services contracts using federal funds.

Each Offeror and each duly authorized person signing on behalf of any Offeror certifies as to its own entity, under penalty of perjury, that the named Offeror has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees who are employed in the State of Florida in accordance with Executive Order 13465

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 in the respective subcontractor, all in accordance with and to comply with all applicable employee verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.” The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. 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.

## **1.29 BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policies 6320 and 8475, as amended from time to time Proposer agrees that, if Proposer receives remuneration for services, Proposer and all of its employees who provide or may provide services under this Agreement 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 policies prior to providing services to The School Board of Miami-Dade County, Florida.

Additionally, Proposer 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 Statutes and School Board policies.

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 Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

A non-instructional 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. Proposer 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.

Proposer 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. Proposer agrees to require all its affected employees to sign a statement, as a condition of employment with Proposer 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 Proposer/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within 48 hours of its occurrence. Proposer 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. Proposer 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. Proposer 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 Proposer 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 grounds for immediate termination of this Agreement by the Board.

The parties further agree that failure by Proposer 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.

### **1.30 COMPLIANCE WITH SCHOOL CODE**

Proposer 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 Proposer 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.

### **1.31 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 Policies 1129, 3129, 4129 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.

### **1.32 PUBLIC RECORDS LAW**

The awarded Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The awarded Contractor shall keep and maintain public records required by the School Board to perform the service. The awarded Contractor shall keep records to show its compliance with program requirements. Awarded Contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the awarded Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. The awarded

Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the awarded Contractor does not transfer the records to the public agency. The awarded Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the awarded Contractor or keep and maintain public records required by the School Board to perform the service. If the awarded Contractor transfers all public records to the School Board upon completion of the contract, the awarded Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded Contractor keeps and maintains public records upon completion of the contract, the awarded Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

**IF THE AWARDED CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.**

### **1.33 ASSIGNMENT**

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

### **1.34 TERMINATION FOR CONVENIENCE**

The School Board may terminate the Agreement at any time without cause upon a minimum sixty (60) days' notice to Proposer, in which case the following provisions shall apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables; (B) The School Board shall pay to Proposer upon receipt of an invoice from Proposer otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Proposer, pro-rated on a percentage completion basis based on Proposer's reconciliation of labor actually expended compared to labor originally estimated by Proposer in constructing its proposal.

### **1.35 DEBARMENT**

Pursuant to Board Policy 6320, 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.

### **1.36 PURCHASES BY OTHER PUBLIC AGENCIES**

With the consent and agreement of the successful Proposers(s), purchases may be made under this proposal 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.

### **1.37 NO GRATIUTY 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.

### **1.38 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 Proposer 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).

### **1.39 INDEMNIFICATION**

To the fullest extent permitted by law, Proposer shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Proposer's performance under this Contract or to the extent caused by negligence, recklessness, or intentional wrongful conduct of Proposer or other persons employed or utilized by Proposer's performance of this Contract. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Contract otherwise available to Proposer. The remedy provided to the Indemnitees by this indemnification shall survive this Contract. The provisions of this Section shall specifically survive the termination of this Contract. The provisions of this Section are intended to require Proposer to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Contract is deemed to be in violation of any law, that provision shall be deemed modified so that Proposer shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

### **1.40 DUTY TO DEFEND**

Proposer agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Proposer's performance under this Contract.

### **1.41 INSURANCE REQUIREMENTS**

Prior to commencement of work under the agreement, the Proposer shall obtain and maintain without interruption the insurance as outlined below. The Proposer agrees to furnish a fully completed certificate of insurance naming the School Board of Miami-Dade County, Florida as additional insured, signed by an authorized representative of the insurer providing such

insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 1,000,000 Each Accident

\$ 1,000,000 Disease - Policy Limit

\$ 1,000,000 Disease - Each Employee

B. General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products/Completed Operations Aggregate

\$ 1,000,000 Personal and Advertising Injury

\$ 1,000,000 Each Occurrence

Company shall name the Board as an additional insured on a form no more restrictive than the CG 20 10.

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property

D. Professional Liability

Such insurance shall be on a form acceptable to the Board and shall cover Company for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 3,000,000 Each Claim/Annual Aggregate

The Professional Liability Insurance required under this Section D. may be subject to a deductible not to exceed \$25,000 per claim.

#### E. Employee Dishonesty (Fidelity)

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial Crime Coverage Form (ISO CR 00 21) without restrictive endorsements or on a form acceptable to the Board and shall cover Company and Board against loss caused by the dishonesty of employees of Company in connection with the Contract. Coverage will include Employee Theft, Forgery and Alteration, Computer Fraud, and Funds Transfer Fraud. The minimum limits shall be:

\$10,000,000 Each Occurrence

The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Company.

Compliance with these insurance requirements shall not limit the liability of the Company. Any remedy provided to the Board by the insurance provided by the Board shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Company) available to the Board under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Company shall relieve the Company from responsibility to provide insurance as required by this Contract.

M-DCPS and its members, officers, employees, and agent shall be named an additional insured on all liability coverages except Workers' Compensation Insurance and Professional Liability Insurance.

### **1.42 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY**

If a Proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of the contract. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Proposal is fully authorized and empowered to do so on behalf of the Proposer. In addition, set forth names (s) and titles of any and all parties who are authorized to contract on behalf of the Proposer.

### **1.43 CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS**

A Bid or RFP 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. When a solicitation is canceled prior to opening, a notice of the cancellation shall be posted on the District's website. Any Bids or proposals received for the canceled solicitation shall be returned to the vendor unopened.

### **1.44 CHARTER SCHOOLS**

Items or Services awarded under this contract may 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.

#### **1.45 EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION**

It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

Furthermore, all vendors must review, acknowledge, and comply with Board Policy 6465 Commercial Anti-Discrimination, Diversity , and Inclusion. The Contractor shall make every attempt to include the participation of M-DCPS Certified Small/Micro and/or Minority/Women-Owned Business Enterprises under the terms of this contract, as stated in Section 1.14 of this RFP.

#### **1.46 POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED VENDORS**

The District has several initiatives to prepare and increase student participation in appropriate internship opportunities. The District's Office of Community Engagement facilitates the student internship program where organizations may participate as Business Mentors. For more information about how to be an internship provider, please visit <http://www.engagemiamidade.net/#!/community-internships/c7pc> or email us at [internships@dadeschools.net](mailto:internships@dadeschools.net). As an awarded vendor, District staff may contact your organization regarding current and upcoming Business Mentor opportunities for M-DCPS students and seek your organization's participation, if eligible.

## **SECTION 2.0 – SCOPE OF SERVICES**

This section identifies the levels of performance that are desired by the District. Proposers are instructed to indicate a response to ALL service requirements and specifications contained in this Section in the order listed using the same numbering system.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this Section of the Request for Proposal (RFP) may result in deductions in the allocation of points by the Selection Committee.

### **2.1 GENERAL INFORMATION**

The School District of Miami-Dade County, Florida, embarked on the Digital Convergence Initiative in 2014. After the installation of over 12,500 interactive whiteboards, all classrooms now have a system. An additional 500 boards are being installed to replace interactive whiteboards that are older than ten years. Miracast devices have also been installed in 1,200 classrooms so that teachers can share their screens with students.

In support of the increased number of tablets and laptops, the wireless infrastructure has been upgraded to 20 GB to facilitate the increased wireless usage. The capacity of the current equipment is rated at 40 GB and can be expanded for future needs.

The District has deployed over 140,000 mobile devices, including tablets, laptops, and convertible devices, since June, 2014. The mobile device deployments began in middle grades Civics and senior high World History classrooms. Mobile device use has expanded into all middle school social studies, select middle grades math and English/Language Arts (ELA), 10<sup>th</sup> and 11<sup>th</sup> grade ELA, and senior high American History classrooms. Middle schools utilize the mobile devices in class. The mobile devices are stored in carts in the targeted classrooms. Senior high school students in grades 9-11 have the option to check out a device for home and school use. Carts are also provided for targeted classrooms to allow students who opt not to check out a device to use a device in class. Laptops and convertible devices have also been deployed to elementary and K-8 schools in order to reduce the student to computer ratio below 3:1. The devices are used to access a wide variety of digital curriculum materials, including etextbooks. They are also instrumental in allowing schools to have technology so that they can complete computer based testing.

Software updates and policies for mobile devices are deployed through System Center Configuration Manager (SCCM).

It is anticipated that the next expansion in 2017-18 will include 12<sup>th</sup> grade ELA and Social Studies and 6<sup>th</sup> grade ELA classrooms. In class mobile devices will continue to be deployed to elementary and K-8 schools to replace outdated desktops and laptops.

Students will be able to access digital content and use technology tools in their social studies classes.

Below are the anticipated purchases through 2019. Note that the programs may be modified.

School Year	Anticipated programs	Anticipated purchases
2017-18	Senior high Economics/American Government, 12 <sup>th</sup> grade ELA, take home Middle school Grade 6 ELA, in class General purpose, in class	35,000
2018-19	Middle school grade 7 and 8 ELA, in class Middle school grades 6-8 math, in class General purpose, in class	35,000
2019-20	Beginning of replacement of Year 1 secondary devices of the initiative, take home General purpose, in class	35,000

## 2.2 PURPOSE

The purpose of this Request For Proposals (RFP) is to select vendor(s) from three (3) manufacturers (Dell, Hewlett Packard (HP), and Lenovo) for mobile device equipment, accessories, peripherals, supplies, maintenance, and support for Miami-Dade County Public Schools students in support of the Digital Convergence initiative. Services and or equipment are required to be provided at school sites district-wide.

The proposer will be expected to choose local vendor representatives from Miami-Dade, Broward, or Palm Beach County that will directly supply equipment and services to the District. These representative vendors must operate within the Miami-Dade, Broward and Palm Beach county area. Additionally, the vendors must have warehouse space in Florida and a repair center in the Miami-Dade, Broward and Palm Beach county area.

Bids may be submitted by and OEMs in conjunction with local vendor partners or vice versa. OEMs may only partner with one local vendor for deployment and repair services. Proposers may choose to partner with a separate entity for asset & inventory management and/or mobile tracking solutions.

In order to conduct new business under this proposal, M-DCPS requires that the bidder(s) have a Current vendor application on file. The information on the ITB and the vendor application must be consistent. Failure to comply with this condition may cause the proposers not to be awarded any new business. Vendor applications can be downloaded at: <http://procurement.dadeschools.net> (click Vendor, and then click Vendor Application and Forms).

The RFP will solicit proposals to provide personal computing devices to students and teachers for The School Board of Miami-Dade County, Florida.

**The agreement between the successful proposer and the Board will be non-exclusive. Furthermore, this RFP has a mandatory 15% subcontractor goal for SBE/MBE or 5% local vendor preference.**

## **2.2.1 PRICE ADJUSTMENTS AND/OR PRODUCT SUBSTITUTIONS**

It is expected that the prices submitted shall remain firm for the entire contract and extension period (if any), as stated above. Throughout the initial term, awarded bidder(s) devices may be discontinued and/or become obsolete. The awarded bidder may propose a substitution product. The substitution product must exceed the specifications of the model that it is replacing. Changes in models will only be made during the summer between the school calendar year. Pricing for the newer model must be at the same or lower cost as the model it is replacing. As such, product substitution and updated pricing costs **MUST** be approved, prior to distribution. The product substitution request **MUST** be submitted to the Office of Procurement Management Services for review and approval by staff in Information and Instructional Technology

If mutually agreed upon, the price adjustment(s) and/or product substitutions shall be valid for one (1) year unless the adjustment period is otherwise stated and approved by The District. M-DCPS reserves the right to approve requests for product substitutions and price adjustments or to disapprove and to secure new quotations.

## **2.3 PERSONAL COMPUTING DEVICE**

A portable, wireless computing device will be provided for each participating user in participating schools. All devices will be deployed according at the District's discretion. No experimental or unproven technology will be accepted. No used, refurbished, reconditioned, or "grey market" devices will be accepted.

### **A. Device Quantities**

It is anticipated that up to 35,000 devices will be purchased each year for the next three years.

#### **1. Teachers and Staff**

Teachers in targeted courses will be equipped with a portable, digital, interactive, computing device (hereafter referred to as the "teacher's device"). The teacher's device may be the same as the student's device or may be the same device with additional capabilities. In either case, the teacher's device must satisfy educational and practical functional goals in the classroom as well as allow for lesson preparation. The District's initial count for total eligible staff for 2017-18 is approximately 500.

#### **2. Students**

Each student in designated courses who is unable to provide his or her own qualifying device will be equipped with one portable digital, interactive, computing device. The estimated number of devices for 2017-18 is approximately 34,500.

### **B. Students with Disabilities – Accessibility**

It is the intent to purchase hardware and software that provides the highest degree of accessibility to all users, including users who may have an impairment that interferes with the

use of the device. The solution will have the capacity to interface with peripherals, software and assistive technologies used by students, teachers and others with visual, hearing, mobility, communication and/or cognitive impairments and will conform to applicable technical and functional performance criteria of Section 508 of the Rehabilitation Act of 1973 unless exempt. For full guidelines, go to: <http://section508.gov>.

There must not be a need for complex and expensive adaptation and/or specialized design to meet the needs of users. The design will communicate necessary information in as many different forms as possible (e.g., verbal, auditory, tactile, pictorial) to accommodate needs. It shall be of appropriate size and be operable in at least one mode for those with limited hand, arm, leg or trunk strength, flexibility and range of motion. Space will be provided for approach, reach, manipulation and use regardless of a user's body size, posture or mobility.

The Proposer must describe to what extent its proposed solution satisfies the accessibility requirement. This will include a description of whether and how the device provides the functionality and/or the capability to interface with peripherals, software and assistive technologies for visual, hearing, mobility, communication and cognitive impairments.

To be considered eligible for award, vendors must propose goods and/or services that meet the applicable standards and provisions of the Architectural and Transportation Barriers Compliance Board (the "Access Board"), an independent Federal agency, whose primary mission is to promote accessibility for individuals with disabilities. These standards are codified as 36 CFR Part 1194 and may be accessed through the Access Board's web site at <http://www.access-board.gov>.

Alternatively, vendors may propose goods or services that provide equivalent facilitation. Such proposals will be considered to have met the provisions of the Access Board's standards for the feature or component providing equivalent facilitation. If none of the proposals meet all applicable provisions of the Access Board's standards, those proposals whose products or services meet some of the applicable provisions will be considered eligible for award.

## **C. Device Functional Requirements**

Proposers must complete the **Portable Computing Device Specifications Summary** included in **Exhibit 9**.

### **2.3.1 Minimum Device Specifications**

1. Convertible notebook that allows the device to switch between laptop, tablet, and tent forms. Keyboard remains attached to the device at all times.
2. Attached full-size keyboard that should be able to flip around out of the way in tablet mode
3. Processor - Intel® Pentium® N4200 Quad Core Processor (2M Cache, 1.1 GHz with Turbo up to 2.5 GHz, or Pentium 4405U Dual Core Processor (2M Cache, 2.1 GHz)
4. 4GB DDR3L RAM
5. Intel® HD Graphics 500 Series Video
6. Storage - 120GB SSD hard drive. eMMC not accepted
7. Weight - 3.5 lbs or less (additional detail under "Device Portability")
8. Wi-Fi – 802.11 a/b/g/n/ac Wi-Fi (802.11n 2.4GHz and 5GHz)
9. Wi-Fi enabled and must meet the Institute of Electrical and Electronics Engineers (IEEE) 802.11 set of standards for implementing WLAN communications

10. Device shall be able to connect to the existing Wi-Fi network and be able to access the Internet, wirelessly (via Wi-Fi) within the school, home or other area outside the school with wireless coverage (additional detail under “Device Connectivity”)
11. Support for 20Mhz and 40Mhz Spectrum
12. Auto-detect/Auto-negotiate for optimum connection speed
13. Video mirroring supported
14. Miracast (Intel® Wireless Display) Compliant
15. Bluetooth – 4.0 wireless technology or greater
16. Operating System - Windows 10 Education
17. Function in a stand-alone mode sufficient to enable the user to perform basic functions (e.g., writing, reading, multimedia, information management) without requiring network access (additional detail under “Device Portability”)
18. ENERGY STAR® certified, EPEAT® Gold registered
19. 1.2 MP front-facing camera
20. Capable of capturing/recording images and video at 720p
21. Rechargeable battery - eight hour battery capacity that will allow the device to be used throughout a standard school day with the wireless antenna activated without being recharged (additional detail under “Device Power”)
22. Display - 11.6 inch diagonal multi-touch capacitive touch display capable of operating with the attached keyboard -1080 x 800 minimum resolution or better
23. Built-in mono-speaker (2w)
24. Input/output interfaces for video, keyboard, computer, audio and capable of connecting to standard video output devices such as digital projectors, smart boards, computer monitors, and TVs (additional detail under “Ports and Print Service”). At minimum, the device must include the following ports:
  - 2 USB (at least one of which is USB 3.0)
  - 1 HDMI
  - 1 3.5-mm stereo headphone mini-jack
  - 1 RJ-45
25. Built-in microphone
26. 5 Year Warranty
27. AC power adapter and appropriate interface/power cable (minimum 5 ft. length)
28. Printing capability (additional detail under “Ports and Print Service”)
29. Meets ADA/Section 508 accessibility standards (The published guidelines may be found at <http://section508.gov>)
30. Multi-language keyboard support
31. Attached physical keyboard with touch pad of sufficient size and ease of use for students and teachers to be able to do their work effectively and efficiently without discomfort.
32. Ruggedized casing or protective cover that is, at a minimum, capable of providing protection for the device sustaining a four-foot drop. Drop test should be performed in accordance with MIL-STD-810G.6 Procedure IV. Additionally, shock test should be performed in accordance with MIL-STD-810G, Method 516.6 Procedure I.
33. System and design will be one that can be used efficiently and comfortably with a minimum amount of fatigue or adverse physical effects (additional detail under “Ergonomics”)
34. All electrical components must be Underwriters Laboratory (UL) Listed.

Should the District decide to provide the respective manufacturer with a Microsoft “Shape The Future” authorization letter/SKU, the vendor must, at the District’s request, substitute Windows 10 Education version for Windows 10 Professional version and pass the discount offered by Microsoft for the use of that SKU as a savings on the price of each computer/device purchased.

## **2.3.1.1 Additional Information on Minimum Device Specifications**

### **2.3.1.1.1 Ports and Print Services**

The device will be capable of connecting to standard video output devices such as digital projectors, smart boards, computer monitors, and TVs. In addition, the device must have printing capabilities.

The device must be able to connect to network file servers using common networking protocols (e.g., smb, afp, nfs, ftp, etc.).

The portable computing devices will be able to utilize a school's existing networked printers.

The Proposer must list supported printing protocols as well as list common unsupported printing protocols, recognizing that schools tend to leverage technologies for longer timeframes than is commonly found in many other industries.

### **2.3.1.1.2 Device Power**

The portable computing device will have a battery capacity that will allow the device to be used with the wireless antenna activated throughout a standard school day without being recharged. The battery will need to have the ability to be recharged through a master charging station or cart at the school. The device shall also be able to be powered/charged by a standard electrical outlet.

The District recognizes that while the type of usage can impact battery life, in general, battery life is often most impacted by the display, motors, and network radios. The Proposer must describe its strategy to ensure sufficient battery life, and how its solution takes into account common battery intensive tasks. The Proposer must specify the recharge time, electrical load, battery life, and other relevant electrical specifications of its solution. Battery must have a minimum of a one (1) year warranty. An option for a three (3) year warranty should also be included.

### **2.3.1.1.3 Device Connectivity**

At a minimum, the device shall be able to connect to the existing Wi-Fi network and be able to access the Internet, wirelessly (via Wi-Fi) within the school, home or other area outside the school with wireless coverage. The Proposer must describe the device's native connectivity capacity, as well as connectivity options including those that may require additional attachments and whether these attachments are a part of the proposed solution.

If the proposed device includes 3G/4G functionality, the District will have the ability to enable or disable such functionality as needed.

### **2.3.1.1.4 Device Portability**

The portable computing device shall be lightweight. While the District will not mandate a specific minimum weight, as a guideline the District would prefer to see a device and all its components (i.e. protective cover, charger, keyboard, etc.) that weighs 3.5 pounds or less. The portable computing device will fit on school desks and be easily carried by K-12 students.

The portable computing device must be able to function in a stand-alone mode sufficient to enable the user to perform basic functions (e.g., writing, reading, multimedia, information management) without requiring network access. The Proposer must describe the differences, if

any, in the function of the device when it is network-connected versus in stand-alone mode. Proposers should consider that many families do not have broadband Internet access at home.

#### **2.3.1.1.5 Device Durability**

In order to provide necessary protection for the device during normal transport, the device must include ruggedized casing or protective cover that is, at a minimum, capable of providing protection for the device sustaining a four-foot drop. If a cover is provided, it must allow schools for to visually identify the device easily. Covers, including all parts, shall be fully covered by the Proposer's support and warranty program as described in Section 6, Warranty and Support.

Both the device and protective cover (if included) must be engraved or laser etched with the M-DCPS logo and the words "Property of M-DCPS." Colored device bodies with laser engraving are optimal. The portable computing device with cover must be highly durable and withstand reasonable and normal daily use by K-12 school students. It is desirable that the device shall be durable enough to withstand occasional mishaps, and resist hazards such as dust, dirt and spills – and still function. Optimally, the device have parts and accessories that cannot be easily tampered with or broken.

#### **2.3.1.1.6 Ergonomics**

The system and design will be one that can be used efficiently and comfortably with a minimum amount of fatigue or adverse physical effects. The Proposer must specify what ergonomic standards or guidelines it has adopted in its proposed design.

### **2.3.2 Additional Information on Minimum Functionality Specifications**

#### **2.3.2.1 Minimum Functionality Specifications**

Explain how the proposed solution meets the following functional requirements:

1. Ability to connect to a master syncing/charging station
2. Ability to configure multiple aspects of the device, such as security settings, wireless profiles user accounts, device restrictions, etc. Describe mass configuration capabilities.
3. Ability to reset device and OS to default district image (additional information under "Software Restore")
4. Ability to operate as a digital/multimedia textbook reader
5. Ability to operate as a document reader supporting multiple formats including but not limited to PDF, DOCX, PPTX, XLSX, RTF, JPG, PNG, and other popular file formats
6. Ability to save data locally
7. Ability to integrate with Office365/OneDrive
8. Ability for students/teachers to share screens for presentations, collaboration, and real-time assessments
9. Ability to receive policies and updates through SCCM
10. Compatible with industry-standard learning management systems (additional detail under "Digital Learning")
11. Compatible with industry-standard mobile device management solutions
12. Ability to procure apps from a secure centralized location for distribution to local school sites for access by student devices
13. Quick boot time and wake time (additional detail under "Boot Time/Wake Time")

#### **2.3.2.1.2 Digital Learning**

The portable computing device must be able to support common learning management systems (i.e. Moodle, Blackboard, eCollege, Edmodo, Schoology, Edsby, etc.) to facilitate digital learning. In addition, the portable computing device must be compatible with common online content providers (i.e. Florida Virtual School, Edgenuity, Discovery Education, Explore Learning's Gizmos, Reading Plus, K12.com, iReady, khanacademy.org, etc.).

#### **2.3.2.1.3 Software Restore**

The portable computing device must be able to be restored easily and in a reasonable timeframe to its base state. The Proposer will take into account the range of sizes of schools and account for reasonable restore processes for both large and small school deployments. The Proposer is responsible for providing any associated software, hardware, or networking equipment necessary to restore the device to a base state. In addition, the restore process shall allow for easy additions to the base software load through SCCM. Ideally, a device should be able to be restored, including local additions, easily so that upon completion of the process, no further manual installations or configuration changes are necessary.

#### **2.3.2.1.4 Boot Time/Wake Time**

A device that starts and is ready for use quickly is highly desirable. The Proposer must specify the boot and wake time for its device.

#### **2.3.2.1.5 Operating System and Software**

The Proposer must include current and upgraded versions of the core operating system software and all other software included as a part of the Proposer's solution for 5 years from the date of delivery of a specific unit in order to maintain usability with upgrades and enhancements to surrounding systems and peripherals. The Proposer must provide a device which will not require hardware upgrades in order to reasonably keep up with possible future software upgrades (e.g., initial delivery must include adequate memory, storage, and processing power for typical upgrade cycles given the term of the agreement) or the Proposer shall include a description of how it plans to upgrade the equipment through the life of the project to maintain adequate functionality and minimize disruption and the availability of the solution.

#### **2.3.2.1.6 Microsoft Office**

The district has a volume licensing agreement for Microsoft Office.

Should the District decide to provide the respective manufacturer with a Microsoft "Shape The Future" authorization letter/SKU, the vendor must, at the District's request, substitute Windows 10 Home version for Windows 10 Professional version and pass the discount offered by Microsoft for the use of that SKU as a savings on the price of each computer/device purchased.

### **2.3.3 Device Services**

#### **A. Device Services:**

Services for all devices must include the following:

##### **1. Warranty**

- 5 year device warranty
- 1 year battery warranty
- Ability to transfer warranty from a non-functional/lost/stolen device to a new device purchased without warranty

- If the exact same make/model is not available for replacement of a non-functional/lost/stolen device, then the warranty must be able to be transferred to a comparable device approved by the District.

## **2. Imaging & Configuration Services**

- Create streamlined custom image per device model
- Custom imaging, including network domain join prior to delivery, custom lock screen (including serial number readable by QR scanners, serial number in text format, identification of teacher devices, and school location number)
- District must approve on image prior to deployment. Image must be tested in a District location prior to approval.
- Installation of specified programs and apps, such as the latest version of Microsoft Office, McGraw Hill modern app, and Adobe Reader prior to delivery to school
- Assign names to devices following district protocol
- Configure devices to meet individual school requirements
- Perform all required post-image configuration steps prior to site delivery
- Store and provide image files for district

## **3. Etching**

- Laser etching of district logo and other information as specified by the district. Content, size, and location of etching will be determined by the District. (Could include custom numbering per asset.)

## **4. Configuration, Delivery & Deployment Services**

- Project Management – Manage logistics in coordination with District and each end user location for equipment delivery
- Provide warehousing/storage of devices and accessories that have been purchased but not yet deployed to site locations within 500 miles of Miami-Dade County.
  - Ability to warehouse/store 2,500 to 3,500 devices for 10 months until deployed
- Deliver devices and accessories requests under 2,000 from District inventory to designated site locations within three business days. The schedule for device deliveries in excess of 2,000 will be coordinated and approved by the District.
- Where applicable, unbox devices and ensure proper functionality at site location
- Perform proper inventory count and physically inspect devices (when applicable)
- Remove all packaging material as required to off-site location
- Provide complete Proof of Delivery (POD) showing asset information including
  - Purchase order number
  - Date of delivery
  - Serial numbers
  - Hostnames
  - End user location
  - Signatures of vendor and site personnel
  - Additional information determined by the District
- Deliver devices to specified locations ready for use. No additional configuration should be necessary once devices are delivered.

## **5. Asset & Inventory Management**

Proposer may partner with a separate company to provide services related to asset & inventory management

- Upload device information to the dedicated asset tracking management tool used by district prior to delivery (currently within the Zoho CRM platform managed by United Data Technologies)
- Coordinate updates and upgrades to the asset tracking management tool with the District.
- 5 year license for use of asset tracking management tool for each device
- Another tool may be presented but must meet the minimum requirements below:
  - Accept daily transfers from District from student/employee database to feed Asset Management with real time user location
  - Ability to load devices and assets not purchased through this purchase agreement into the Asset Management System
  - Provide daily transfers to the District with student obligation information (fees and obligations) in the designated format.
  - Include permissions based security that provides a customized tiered access depending upon confirmed authorization
  - Limit school user access to modify records only at the authorized location
  - Updating of device operational status in the asset tracking tool
  - Integration with the District HEAT system
  - Provide multiple user access levels
  - Allow for nightly updates of student and teacher data
  - Customizable to meet all MDCPS requirements
  - Transfer of all assets in current tool to new system without additional fees for a minimum of 5 years (approximately 140,000 devices)
  - Tasks to be performed by vendor
    - Integration with District Support System
    - Include fields Student/Employee ID, First Name, Last Name, Student/Employee Number, Student Grade Level, Device Serial Number, Date Device Added to Tool
    - Accept daily transfers from District from student/faculty database to feed Asset Management with real time user location
  - Tasks minimally must include access for designated school and district personnel to perform the following:
    - Assign and un-assign devices easily
    - Creation of loaner groups
    - Track all device movement in logs
    - Record inventory checks throughout the school year
    - Provide real-time reporting of devices by users, model, location, operational status, etc...
    - Create service tickets with integration with District support system, HEAT
    - Adjust status of devices based on operational status (Operational, in Repair, Damaged, Lost, Stolen, etc...)
    - Export records in entirety or by filters

## **6. Support Services**

- Provide a project manager who will oversee the overall deployment, troubleshoot issues, handle logistics, and serve as liaison between the company and district
- Provide onsite technical support for assessing and troubleshooting reported device issues across multiple locations
- Work with district trouble ticketing system in collaboration with vendors own trouble ticketing system

- Provide detailed workflow of service processes and responses
- Provide device and configuration technical support
- Facilitate access to help desk for district technicians to receive assistance as needed
- Troubleshoot technical issues such as BIOS and software with OEM and/or software company that affect device performance

## **7. Professional Development**

- Provide 100 days of professional development for up to 25 teachers per hands-on session or onsite classroom assistance or technology integration curriculum development for every 10,000 units
- Trainers must have the following certifications:
  - Microsoft Innovative Educator Master Trainer
  - Creative Coding through Games and Apps Certified Trainer
  - Microsoft in the Classroom (MIC) Certified Trainer
  - Microsoft Certified Educator (with Certifiport official exam)
  - LanSchool Certified Trainer
  - Nearpod Certified Trainer
  - Proficiency in Promethean ActiveBoards and other Interactive Boards
- Professional development should include:
  - Basic device training for teachers
  - Application training for applications such as Windows, OneNote & Office365
  - Training on Classroom Management applications (LanSchool, other)
  - Both in person and WebEx based training options
  - Technical training for district support staff

## **8. Repairs**

- 2 day response time to repair requests
- Repair both warranty and non-warranty issues
  - Non-warranty repairs to be billed quarterly
- Have a local repair center in Miami-Dade, Broward, or Palm Beach County
- Coordinate with insurance company (currently Worth Ave. Group) to provide non-warranty repairs for devices with coverage
- Repairs may be done at the district end user locations or at the vendor center
- Reimage all warranted devices with end-user location or used as spare
- Provide labels and boxes for any repairs requiring shipping. All shipping to and from the district end user locations are the responsibility of the vendor.
- Work with OEM on proactive issues and trends
  - Escalate with OEM for resolution (if necessary)
  - Provide assistance in recreating issues
- Provide monthly reports on status of repair tickets. Minimally, reports should contain the information below:
  - Types of repairs for both open and closed tickets
  - Repairs by schools
  - Repair status of open tickets
  - Support trends

### **2.3.4 Accessories**

Include all optional accessories that may be purchased. The accessories may include options that are in addition to the minimum specifications. Additionally, accessories should include

parts of the device that may be used to replace lost/stolen items, such as power adapters and batteries.

Reflect estimated accessories costs in Exhibit 9.

Accessories must be available for a minimum of five years from the date of the purchase of the devices.

### **2.3.5 Estimated Repairs**

Provide a list of non-warranty repairs. At minimum, the following should be included:

- Full replacement without warranty (warranty to be transferred from old device to new device)
- Cracked screen
- Base replacement
- Broken hinge
- Port repair
- Keyboard

Reflect estimated repair costs in Exhibit 9.

All repair components must be available for a minimum of five years from the date of the purchase of the devices.

## **2.4 Carts/Desktop Charging Unit**

### **2.4.1 Carts**

The District may consider a cart option as a part of the proposal. The District may, at its discretion, choose to release a separate RFP or use existing mechanisms for cart purchases should it be in the District's best interest to do so.

Carts must meet the following requirements:

- The cart must house at least 30 devices.
- The external construction must be made from welded 12 - 18 gauge solid steel frame
- The shelving must be 20 gauge steel or thicker
- Slot size be at least 1.25" or more to accommodate current District issued student laptops and tablets with keyboards
- Dividers must consist of shock absorbing ABS Plastic or Nylon shelf divider system to prevent wear and tear on devices
- Cart width must not exceed 28" to fit through all classroom doors and cart footprint should be as small as possible to take up less space in the classroom (e.g. 28" x 28")
- Electrical components must be UL listed and cart shall have a switch located on the exterior of the cart to enable switching off of power to the cart if necessary
- Charging components shall deliver a sufficient number of amps per device to allow for charging in the shortest period of time without negatively affecting the electronics of the devices

- Must work with a standard 15 Amp electrical circuit. Smart power management system that prevents circuit tripping and protects devices by charging "round robin" style and is current sensing (able to determine the charging needs of the connected devices).
- Cart must be constructed of steel or similar durable metal that prevents exterior access to the contents without opening doors (no removable panels)
- External LED to indicate charging status
- Cart must have a cable management system to organize power adapters.
- Carts must have lockable doors and must include everything needed to secure equipment, either through a metal hasp and padlock, and/or keyed locking handles; ideally with multi-point security (2 or 3 bolt locking system). If a padlock (keyed or combination) is required it must be included.
- The casters must have oversized (4" - 6" diameter and at least 1" width) industrial grade balloon (solid rubber) tires with metal construction swivel castors capable of supporting 250+ lb. each). Non-marring rubber must provide easy rolling, quiet transport and be fully lockable.
- Carts must adhere to UL's 10-degree tip threshold.
- Carts must conform to common electrical and general safety standards (e.g. UL 60950, 1678, 1667, 498, etc.)
- Full access double doors in the front for the user and in the rear for the IT Administrator.
- Mostly unobstructed top work surface to accommodate peripherals such as printers or other devices.
- Cart must also provide ventilation vents to ensure devices don't overheat while charging in cart.

Each Proposal which includes the cart option must describe in detail how its cart offering will satisfy the above requirements.

#### **A. Cart services**

- Warranty
  - 5 Year on Electronics
  - 10 Year on Cart (Metal and Structural components)
- Warranty work is onsite and includes all parts & labor. If the cart must be replaced, a replacement cart must be sent to the site prior to the return of the defective cart. Vendor will be responsible for transferring and installing all cables to the new cart.
- Provide warehousing/storage within the state of Florida for carts that have been purchased but not yet deployed to site locations.
  - Ability to warehouse/store 150 to 250 carts for 10 months until deployed
- Delivery of fully wired carts with functional devices to each end user location as specified by the District (where applicable)
- Carts must be cabled with devices per District specifications
- Deliver cart requests under 60 from District inventory to designated site locations within three business days. The schedule for device deliveries in excess of 60 will be coordinated and approved by the District.
- Carts shall be delivered to specified schools and into specified classrooms as directed by the District.

- Perform proper inventory count and physically inspect devices and carts (when applicable)
- Provide complete Proof of Delivery (POD) showing asset information including
  - Purchase order number
  - Date of delivery
  - Serial numbers
  - End user location
  - Signatures of vendor and site personnel
  - Additional information determined by the District

#### **2.4.2 Desktop Charging Module/Locker/Cabinet**

The District may consider a Desktop Charging Module/Locker/Cabinet option as a part of the proposal. The District may, at its discretion, choose to release a separate RFP or use existing mechanisms for Desktop Charging Module/Locker/Cabinet purchases should it be in the District's best interest to do so

The Desktop Charging Module/Locker/Cabinet solution is targeted for smaller classrooms.

- The module must house 10-12 devices.
- The module must fit on a countertop.
- The module must be constructed of steel or similar durable metal that prevents exterior access to the contents without opening doors (no removable panels)
- Dividers must consist of shock absorbing ABS Plastic or Nylon shelf divider system to prevent wear and tear on devices
- Units must have lockable doors and must include everything needed to secure equipment, either through a metal hasp and padlock, and/or keyed locking handles; ideally with multi-point security (2 or 3 bolt locking system). If a padlock (keyed or combination) is required, it must be included.
- Slot size be at least 1.25" or more to accommodate current District issued student laptops and tablets with keyboards, up to 11.6".
- Cart must have a cable management system to organize power adapters.
- Unit width must not exceed 28"
- External LED to indicate charging status
- Electrical components must be UL listed and cart shall have a switch located on the exterior of the cart to enable switching off of power to the cart if necessary
- Charging components shall deliver a sufficient number of amps per device to allow for charging in the shortest period of time without negatively affecting the electronics of the devices
- Warranty work is onsite and includes all parts & labor. If the unit must be replaced, a replacement unit must be sent to the site prior to the return of the defective unit. Vendor will be responsible for transferring and installing all cables to the new unit.
- Must work with a standard 15 Amp electrical circuit.
- The unit must have an external locking mechanism that allows the module to be secured to a counter or desk.

- Unit must also provide ventilation vents to ensure devices don't overheat while charging in cart.
- Unit must have a cable management system to organize power adapters.
- Unit shall be delivered to specified schools and into specified classrooms as directed by the District.
- Delivery to locations with and without loading docks

#### **A. Desktop Charging Module/Locker/Cabinet Services**

- Warranty
  - 5 Years on Electronics
  - 10 Years on Cart (Metal and Structural components)
- Warranty work is onsite and include all parts & labor. If the unit must be replaced, a replacement unit must be sent to the site prior to the return of the defective unit. Vendor will be responsible for transferring and installing all cables to the new unit.
- Provide warehousing/storage of Desktop Charging Module/Locker/Cabinets that have been purchased but not yet deployed to site locations within the state of Florida.
  - Ability to warehouse/store up to 100 units for 10 months until deployed
- Delivery of fully wired units with functional devices to each end user location as specified by the District (where applicable)
- Carts must be cabled with devices per District specifications
- Deliver cart requests under 60 from District inventory to designated site locations within three business days. The schedule for device deliveries in excess of 60 will be coordinated and approved by the District.
- Unit shall be delivered to specified schools and into specified classrooms as directed by the District.
- Perform proper inventory count and physically inspect devices and carts (when applicable)
- Delivery to locations with and without loading docks
- Provide complete Proof of Delivery (POD) showing asset information including
  - Purchase order number
  - Date of delivery
  - Serial numbers
  - End user location
  - Signatures of vendor and site personnel
  - Additional information determined by the District

## **2.5 Mobile Device Tracking**

The District is interested in considering options for mobile device tracking, but is not committed to make a purchase through this mechanism. The system should feature the ability to locate a missing or stolen device and lock a device remotely. The proposal should also include an option to install the solution on the 140,000 previously purchased mobile devices. A description of the installation process should also be included. Solutions involving individual registrations of each device will not be considered. Proposer may partner with a different company to provide services related to mobile device tracking.

## **2.6 TIMING OF WORK**

The following is a timetable for selection of the vendor, award, and contract execution.

### **A. Selection of Proposer**

1. May 8, 2017 - Request for Proposals sent to vendors and advertised in newspapers.
2. May 31, 2017 - Deadline to receive proposals at 2:00 p.m. (Local time).
3. June, 2017 (Tentative) – Mobile Device Committee to review/evaluate proposals received and select the proposers for oral presentations.
4. June, 2017 (Tentative) – Mobile Device Committee to conduct oral presentation, interview, select and negotiate fees for recommendation to the School Board.
5. July, 2017 (Tentative) - Recommendation submitted to the School Board for their consideration and approval.

### **B. Award and Contract Execution**

Upon the recommendation of the Evaluation Committee, the School Board at its July 2017 meeting will consider this recommendation and make a decision on the selection. After which, a professional services agreement is to be entered into for the mobile deployment and services. The successful proposer shall provide the following, which shall be made a part of the agreement:

1. Proof of Professional Liability insurance, including coverages for any and all errors and omissions which may arise out of or in connection with this professional services agreement, as well as Commercial General Liability, Workers' Compensation and Automobile Liability coverages. Evidence of such coverages shall be provided to the School Board's Office of Risk and Benefits Management. Insurance amounts and limits will be discussed at the pre-proposal conference. An indemnification clause will also be incorporated into the professional services agreement. The District reserves the right to reasonably amend these insurance requirements in the professional services agreement.
2. Truth-in-Negotiation Certificate as required by Section 218.391 of the Florida Statutes.

## **2.7 REQUIRED INFORMATION TO BE SUBMITTED BY THE PROPOSER**

The proposal submitted must clearly indicate the name of the responding company, as well as the name, address, and telephone number of the primary contact at proposer's organization. The Proposer shall demonstrate their experience in the facilitating deployment of mobile devices. In no more than twenty (20) pages, the Proposer must provide the following:

A. Profile of the OEM, Service Provider, and other Subcontractors/Partners

1. OEM

- a. Submit evidence that the firm is a legal entity in the State of Florida and has a minimum of two (2) years experience of deployment in the K-12 environment.
- b. Documentation of experience and resources in simultaneously rolling out a minimum of 10,000 fully configured devices to multiple sites

2. Service Provider

- a. Submit evidence that the proposer is a legal entity in the State of Florida and has a minimum of two (2) years experience of deployment in the K-12 environment.
- b. Documentation of experience and resources in simultaneously rolling out a minimum of 10,000 fully configured devices to multiple sites

3. Subcontractors/Partners

- a. Submit list of all subcontractors and partners
- b. Documentation of experience and resources of each subcontractor/partner that will provide services as specified in the response

B. Deployment Approach

The proposer shall indicate its understanding of the scope of the requirements outlined in Sections 2 of the Request for Proposals.

C. Availability of the Proposer

The proposer shall indicate as to the ability and willingness to commit and maintain staffing, both number and level, to successfully deploy and service devices within the time constraints outlined in Section 2 of the Request for Proposals. The proposal shall mention the availability of the partners, managers or staff to meet with the administration, Evaluation Committee and the School Board on any material matters that could affect the financial position or result of operations.

D. Additional Data

1. Provide a Local Business Tax Receipt. 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 Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Non-compliance with this condition may cause the bidder not to be considered for award.
2. A copy of your Florida Department of State Division of Corporations. A copy of this registration is mandatory, in order to do business with the School Board of Miami Dade County. More information available at [www.sunbiz.org](http://www.sunbiz.org).
3. State within narrative format a plan to cover all services requested in Section 2.

### SECTION 3.0 - PRICE PROPOSAL

[Signature is required at the end of this Section 3.0]

Proposer must complete this section in its entirety, and may supplement this section with additional pages as to provide the District with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this RFP.

Provide itemized detail for each fee within an Excel spreadsheet . This overall amount will be totaled and used in a calculation to assign the allocable points to the Pricing Section of the response.

The fees quoted are to include all travel and living expenses for the solution proposed. The Total Fees proposed will be firm and fixed for the life of the contract, a period of three (3) years, with two (2) one year contract extensions.

#### 3.1 PRICE PROPOSAL FOR DISRICT MOBILE DEVICES

Upon notification of the Evaluation Committee's intent to negotiate the cost, the proposer shall submit an all-inclusive maximum (not-to-exceed) amount for the three (3) fiscal years to be implemented. An example of the required format for submitting the costs is presented below. The selection and negotiation processes will be in accordance with Section 218.391 of the Florida Statutes.

##### A. Mobile Device

**Upon notification of the Evaluation Committee's intent to negotiate the cost**, the proposer shall provide a breakdown of costs. Proposers **MUST** complete the following:

The estimated purchases for the next three years are as follows:

##### **Device, including required accessories and services**

	<b>Make/Model</b>	<b>Estimated Quantity</b>	<b>Cost per device (1 year battery warranty)</b>	<b>Cost per device (3 year battery warranty)</b>
Teacher Device		Up to 500/year		
Student Device		Up to 34,500/year		

##### **Cart, including services**

<b>Make/Model</b>	<b>Estimated Quantity</b>	<b>Cost per cart</b> Cost must remain constant all years.
	Up to 800 Year 1 Up to 400 Year 2 Up to 300 Year 3	

**Desktop Charging Unit, including services**

Make/Model	Estimated Quantity	Cost per Desktop Charging Unit Cost must remain constant all years.
	Up to 150 Year 1 Up to 75 Year 2 Up to 50 Year 3	

**Accessories**

Item	Cost

**Repairs**

Repair Description	Cost
Full replacement without warranty (warranty to be transferred from old device to new device)	
Cracked screen	
Base replacement	
Broken hinge	
Keyboard	
Port repair (list each port separately and provide cost)	

**Mobile Tracking**

<b>Repair Description</b>	<b>Cost</b>
New devices (specify per device or volume/district licensing)	
Current devices (specify per device or volume/district licensing)	

**For this Section 3.2 - Price Proposal:**

\_\_\_\_\_  
*Signature of Proposer's Authorized Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Printed Name:*

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

## SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

This Section identifies the format to be followed in assembling a response. Proposers must carefully follow the format and instructions outlined below, creating a tabbed section in the response for each of the sections in 4.1 below. Proposers are instructed to indicate a response to ALL requirements and specifications contained in this Section in the order listed using the same numbering system.

Proposal responses must contain each of the enumerated documents below, each fully completed, signed, and notarized as required. Proposals that do not include the required documents may be deemed ineligible and may not be considered for contract award. All materials (except for plans and schematics, if any) are to be submitted on 8½" X 11" paper, neatly typed on one side only, with normal margins, spacing and quantities as outlined in **Section 1.9** of this RFP.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this Section of the RFP may result in deductions in the allocation of points by the Selection Committee.

### 4.1 CONTENTS OF PROPOSAL

All proposals must contain the following tabs/sections:

1) Cover Page

**Exhibit 1** found in Section 7 is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.

2) Table of Contents

The Table of Contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3) Executive Summary

Provide a brief summary of no more than two (2) pages describing the basic services offered, experience and qualifications of the Proposer, staff and any other relevant information.

4) Technical Qualifications (Possible 30 Points)

Provide a response to all of the items listed in **Section 2.0** of this RFP. If the Proposer is unable to provide a particular service, the Proposer is required to suggest an appropriate alternative in their response to that item. The Proposer must respond to ALL Requirements in the order listed in **Section 2.0** of this RFP using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to offer solutions or an explanation to the requirements of this section may result in deductions of the allocation of points by Selection Committee members under the weighted evaluation criteria.

5) Qualifications of the Proposer including Corporate Past Performance & Key Personnel **(Possible 20 Points)**

Provide a response regarding the Proposer's qualifications, including but not limited to the following: full name, address and brief description of Proposer's organization. Also, provide a description of the organization's qualifications to provide the scope of services requested in this RFP, whereby resumes of Key personnel should be included within the Proposal. Lastly, please provide three (3) references whereby your company has successfully provided services requested within this RFP.

6) Price Proposal (See Section 5.2; Possible 30 Points)

The Price Proposal, as outlined within **Section 3.0**, shall be submitted per the directions in that section. Be sure to include your signature as it appears on **Section 3.0**.

7) Small Business Enterprise/MBE participation and Local Preference (Possible 20 points)

As stated in Section 1.14 and Section 1.45 of the RFP, the District has a strong commitment to SBE/MBE participation. As such, all Proposers who have obtained the SBE certification and verified by the OEO office, may be eligible for 5 points. Evidence of SBE certification must be submitted with the Proposal.

8) Required Forms & Attachments

The Proposer must complete, sign and submit the following forms available in **Section 7.0** as part of the Proposal. If awarded a contract, the Proposer will be asked to submit a Proposer registration packet that will include all of the forms listed in **Section 7.0**.

Exhibit 1	Cover Page for Proposal
Exhibit 2	Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP Process)
Exhibit 3	Acknowledgment of Amendments
Exhibit 4	Local Business Affidavit of Eligibility
Exhibit 5	Florida Statutes on Public Entity Crimes
Exhibit 6	Vendor Experience
Exhibit 7	Anti-Collusion Statement
Exhibit 8	Disclosure of Employment of Former School Board Employees
Exhibit 9	Hardware Specifications
Exhibit 10	Repair and Warehouse Locations
Exhibit 11	Proposal Bid Submittal Receipt

9) Proposed Agreement (Sample Contract)

By submitting a proposal, the Proposer agrees to be bound by and to execute the Sample Agreement proposed in **Section 6.0** of this RFP.

## 4.2 PROPOSAL PREPARATION REQUIREMENT

- (1) All RFP Proposers must submit one (1) unbound, one-sided original and ten (10) bound copies of the complete proposal, and twenty (20) electronic versions on USB drives. All contents on the electronic version must be consolidated into a single file. See Section 1.9.
- (2) All proposals must be submitted on 8½" X 11" paper, except for any drawings, charts, diagrams, and bound, tab divided by designated category. Binders will have clearly printed front, back and spine title covers that clearly identify the proposal subject, due date and Proposer's contact information.
- (3) The original, the soft copy and all copies must be submitted in a sealed envelope/container. Proposers shall include their complete name, return address, and telephone number on the left upper side of mailing label. The RFP title, number, due date and opening time will be clearly printed at the bottom left side of the label. Such outer envelope/container should be addressed as specified below:

## 4.3 PROPOSAL LABELING REQUIREMENTS

The box below, with all appropriate information, must appear as a label to allow proper processing of proposal. The label will allow the Buyer to properly handle the sealed container without revealing the contents until the proposals are opened.

<b>SEALED PROPOSAL ENCLOSED</b> (To be opened by the Contact Person noted below)	
Proposer's Name: Proposer's Address: Proposer's Telephone Number:	<b><u>BID BOX</u></b>  Miami-Dade County Public Schools Procurement Management Services <u>Attn: Melody Thelwell, MPA</u> <u>Chief Procurement Officer</u> School Board Administration Building 1450 NE 2 <sup>nd</sup> Avenue, Suite 650 Miami, FL 33132
RFP No.: RFP-16-058-MT RFP Title: Mobile Devices and Services Proposal Due Date: Thursday, June 13, 2017 by 2 p.m. EST (local time)	

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## SECTION 5.0 - EVALUATION/SELECTION PROCESS

### 5.1 COMPETITIVE RFP PROCESS

- (a) The selection process under this RFP shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established within School Board Policy 6320, Purchasing, located on the District's website at [www.procurement.dadeschools.net](http://www.procurement.dadeschools.net).
- (b) Also see Section 1.0 of this document for additional information and provisions applicable to this competitive RFP process.

### 5.2 EVALUATION CRITERIA

Proposals will be evaluated by the Mobile Devices and Services RFP evaluation committee, in order to ascertain which proposer best meets the needs of the School Board. The criteria are itemized with their respective weights for a maximum available total of one hundred (100) points. A Proposer may receive all or a portion of this amount depending on the merit of the proposal and in relation to the competing proposals as determined by the Selection Committee.

The following criteria will be evaluated when ranking the proposals:

Criteria for Evaluation	Available Points
Technical Qualifications (See description at Section 2.0)	30
Price Considerations (See description at Section 3.0)	30
Proposer Qualifications including Corporate Past Performance & Key Personnel (See description at Section 4.0 # 5.)	20
Small Business Enterprise/MBE participation	15
Local Preference	5
<b>Total Points</b>	<b>100</b>

### 5.3 NEGOTIATIONS WITH RESPONSIBLE PROPOSERS AND REVISIONS TO PROPOSALS

A subcommittee of the Mobile Devices and Services RFP evaluation committee, or such other committee or qualified staff, all as determined and appointed by the Superintendent, may conduct negotiations with:

- (i) responsible Proposers determined to be in the competitive range;
- (ii) the highest ranked Proposer when the Committee established a competitive range and has completed its final evaluation of proposals;

- (iii) the highest ranked Proposer when the Committee determines not to establish a competitive range; or
  - (iv) a sole Proposer when only one proposal is received.
- a) *Purposes of Negotiations.* Negotiations are held to:
- (i) promote understanding of the District's requirements and the Proposers' proposals; and
  - (ii) facilitate arriving at a contract that will be most advantageous to the District taking into consideration price and the other evaluation factors set forth in the Request For Proposals.
  - (iii) *Authorized Representatives.* Any representative of a Proposer participating in oral presentations or negotiations for the Proposer shall be listed on an affidavit (Exhibit 2) submitted with the proposal.
  - (iv) *Meetings.* All negotiations shall be conducted in accordance with the applicable "Government in the Sunshine Law," Section 286.011, Florida Statutes, as same may be amended from time to time.
- b) *Best and Final Offers.* When in the best interest of the District, the Committee may request, through the Procurement Management Services staff, the submission of best and final offers from all Proposers remaining in the competitive range. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Proposers shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer. Best and final offers shall be submitted only once and shall be evaluated by the Selection Committee; provided, however, the Committee, through the Procurement Management Services staff, may make a written determination that it is in the District's best interest to conduct additional negotiations with more than one Proposer or change the District's requirements and require another submission of best and final offers which shall be evaluated by the Committee.
- c) *Completion of Negotiations.* When the Committee has established a competitive range, and when the Committee has completed its final evaluation of proposals, with or without best and final offers, the Committee may continue, and attempt to complete, negotiations with the highest ranked Proposer.

#### **5.4 PRICE**

A completed price proposal under this RFP must be submitted by Proposers at the time of proposal submission with each proposal package. See **Section 3.0 – PRICE PROPOSAL**

#### **5.5 ORAL PRESENTATIONS, NEGOTIATIONS AND PRODUCT DEMONSTRATIONS/SITE VISITS**

- (a) The proposers in the competitive range may be invited to individually make oral presentations of their proposal and participate in negotiations.

(b) Oral presentations will consist of an overview of the submitted proposal of each of the Proposers in the competitive range, and specific questions regarding items specific to the proposal being reviewed. NO additional information will be provided by the Proposer during these presentations. Additional product/service demonstration may also be requested and scheduled, at any time by the Committee, through Procurement Management Services, of firms remaining in the competitive range.

(c) Presenters are to bring five (5) devices described in the proposal to the oral presentations. The devices are expected to be left with the committee after the oral presentations. The District plans to conduct durability and battery tests and as such, will assume no liability or responsibility for any damage to the devices. Proposers should also provide return packing with pre-paid shipping labels. Devices will be returned no later than two (2) weeks after the Board Approval of Contract.

(d) Unless specifically requested, no additional documentation may be distributed to the Evaluation Committee at the oral presentation.

## **5.6 GOVERNMENT IN THE SUNSHINE LAW**

All oral presentations, negotiations and product demonstrations under this RFP process shall be conducted openly in accordance with the "Government in the Sunshine Law," Section 286.011, Florida Statutes, as amended.

## **5.7 AWARD**

Contract award shall be made to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the District taking into consideration the evaluation factors set forth in the Section 5.2, above. No other factors or criteria shall be used in the evaluation.

The School Board Audit Committee reserves the right to interview or reject any and all proposals submitted. The District will use the selection procedures in Section 218.391 of the Florida Statutes. When the final selection is made, the School Board Audit Committee will submit its recommendation to the School Board. Upon approval by the School Board, a professional services agreement that is acceptable to the School Board Attorney will be entered into with the successful firm. No debriefing or discussion session will be held with the unsuccessful firms.

In this RFP Process, the award decision will be made by the School Board, whose decision shall be final.

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**SECTION 6.0 – SAMPLE AGREEMENT  
TO BE EXECUTED WITH AWARDED PROPOSER  
PURSUANT TO THE DISTRICT, IN ITS SOLE DISCRETION, SHOULD RE-SERVICE ITS  
RIGHT TO INSERT ADDITIONAL PROVISIONS, AS NEEDED**

**RFP NO.: 16-058-MT  
FOR  
Mobile Devices and Services**

Contract Number \_\_\_\_\_ (For Procurement Use Only)

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
AGREEMENT FORM FOR CONTRACTED SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board," and \_\_\_\_\_, (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR," is as follows:

**1. SCOPE OF WORK**

The Contractor shall, in a satisfactory and proper manner as determined by the School Board, perform the following:

Nature of Contracted Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Anticipated Outcome of Contracted Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location of Contracted Service: \_\_\_\_\_

Date(s)/Hours of Service: \_\_\_\_\_  
\_\_\_\_\_

**2. TERM OF AGREEMENT**

The Contractor shall commence performance of the Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall complete performance to the satisfaction of the School Board no later than the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The School Board reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to the Contractor.

**3. COMPENSATION**

The School Board shall, upon completion of services by the Contractor, compensate the Contractor in an amount not to exceed \$ \_\_\_\_\_, which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

**4. PAYMENT SCHEDULE**

Payment will be generated by the School Board's Accounts Payable Department within thirty (30) days after completion of services. Payment will be made as indicated below:

- one lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services
- \_\_\_\_\_ partial payments in the amount of \$ \_\_\_\_\_ after/before each \_\_\_\_\_
- Please see payment schedule hereto attached and incorporated into this Agreement.

**5. REGULATIONS & ORDINANCES**

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

**6. CONFIDENTIALITY OF STUDENT RECORDS**

Contractor understands and agrees that it is subject to all federal and state laws and School Board Policies relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

**7. ENTIRE AGREEMENT**

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

**8. GOVERNING LAW; VENUE**

This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. All parties shall be responsible for their own attorneys' fees.

**9. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Contractor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Contractor. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Contractor to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Contractor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

**10. DUTY TO DEFEND**

The Contractor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

**11. TERMINATION AND SUSPENSION**

The School Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to Contractor. If said Agreement should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under this Agreement. The School Board shall only be required to pay the Contractor the amount for services performed prior to termination of the Agreement. The School Board may terminate this Agreement upon thirty (30) days advance written notice to the Contractor, for default of Contractor, or due to lack of, or cancellation of, grant funds made available to the School Board by a Federal grantor agency. Upon receipt of a notice of termination, the Contractor shall cease incurring additional obligations under this Agreement. However, the School Board shall allow the Contractor to incur all necessary and proper costs, which the Contractor cannot reasonably avoid during the termination process. Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or goods. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

**12. DEFAULT**

If the Contractor fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the School Board may place the Contractor in default status and take any one of the following actions:

- a) Suspend activities under the Agreement, upon fifteen (15) days advance written notice by the School Board and withhold further payments, except for those necessary and proper costs which the Contractor cannot reasonably avoid during the period of suspension.
- b) Terminate the Agreement for cause, in whole or in part, upon fifteen (15) days advance written notice from the School Board.
- c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the School Board determines that the Contractor has jeopardized the safety and welfare of the School Board or the public or whenever the fiscal integrity of the Agreement has been compromised.
- d) Invoke any other remedy or remedies that may be legally available.

**13. EQUAL EMPLOYMENT OPPORTUNITY**

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

**14. CLEAN AIR ACT**

Contractors awarded contracts in excess of \$100,000 must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h) ), section 508 of the Clean Water Act (33 U.S.C. 1368 ), Executive Order 11738, and Environmental Protection Agency regulations ( 40 CFR part 15 ).

**15. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS**

Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep and maintain public records required by the School Board to perform the service. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, [pr@dadeschools.net](mailto:pr@dadeschools.net), and 1450 NE 2 Avenue, Miami, Florida 33132.**

**16. PATENTS, COPYRIGHTS AND ROYALTIES**

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

**17. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 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 Policies 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 is permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional 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.

Further, upon obtaining clearance by School Board, if School Board deems necessary, School Board will issue a photo identification badge, which shall be worn by the individual at all times while on School 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/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 School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Contractor agrees to provide the School Board with a list of all 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 School 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 School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

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 School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

**18. COMPLIANCE WITH SCHOOL CODE**

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Sections 1000-1013 Florida Statutes as it presently exists, 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 School Board.

**19. CONFLICT OF INTEREST**

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Miami-Dade County Schools 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 a period of two (2) years following vacation of office. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and §112.313(9) Florida Statutes.

**20. COMPLIANCE WITH BOARD POLICIES**

I certify agreement with the following School Board Policies: 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; and 6320.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

**21. ASSIGNMENT**

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Miami-Dade County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

**22. DEBARMENT**

Pursuant to Board Policy 6320.04 – Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the School Board as agents, representative, partners, and associates of other contractors, subcontractors or individual sureties.

**23. 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 the staffs, or families.

**24. DAVIS-BACON ACT LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of 40 U.S.C. §276a to 276 a-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").

**25. DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES**

Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at [www.neola.com/miamidade-fl](http://www.neola.com/miamidade-fl) all bidders, proposers, consultants, vendors and contractors are required to disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this agreement for the bidder, proposer, consultant, vendor, or contractor, and who are currently employed or have been employed by the School Board **within the last two (2) years**. Such disclosures will be in accordance with current School Board Policies, but will include, at a minimum, the names of former School Board employees, a list of the positions the employees held in the last two (2) years of their employment with the School Board, and the dates the employees held those positions. Written approval by the School Board for the use of current or former School Board employees (within the last two years) is mandatory prior to using funds obtain from this Agreement to subsidize the current or former School Board employees services.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____

**26. DISCLOSURE OF AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS**

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the MDCPS Conflict of Interest policies available at [www.dadeschools.net](http://www.dadeschools.net). Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations.

Does the Firm or any Employee, Agent, or Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two (2) years on a Miami-Dade County Public Schools District Committee, Task Force, Association?

No  Yes  If answer is yes please complete the following:

Name of Director(s) or Officer(s)			
Employee Name		Current Title with Firm	Name of MDCPS Committee, Task Force, Association Served

**27. WRITTEN NOTICE DELIVERY**

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**Contractor/Vendor Address.** The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor: \_\_\_\_\_  
 Contact's Name/Title: Attention: \_\_\_\_\_  
 Address: \_\_\_\_\_

**School Board's Address.** The address for the School Board for all purposes under this Agreement and for all notices hereunder shall be:

The School Board of Miami-Dade County, Florida  
 Attn: Alberto M. Carvalho, Superintendent  
 1450 N.E. Second Avenue, Suite 912  
 Miami, Florida 33132

**With a copy to:**

The School Board of Miami-Dade County, Florida  
 Department: \_\_\_\_\_  
 Department Director: Attention: \_\_\_\_\_  
 Address: \_\_\_\_\_

**And a copy to:**

The School Board of Miami-Dade County, Florida  
 Attn: Walter J. Harvey, School Board Attorney  
 1450 N.E. Second Avenue, Suite 430  
 Miami, Florida 33132



## SECTION 7.0 – ATTACHMENTS

Exhibit 1	Cover Page for Proposal
Exhibit 2	Affidavit Identifying Authorized Representative(s) for Selection Committee Proceedings (RFP Process)
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Exhibit 7	Anti-Collusion Statement
Exhibit 8	Disclosure of Employment of Former School Board Employees
Exhibit 9	Hardware Specifications
Exhibit 10	Repair and Warehouse Locations
Exhibit 11	Proposal Bid Submittal Receipt

*Balance of page intentionally left blank*

**Exhibit 1  
Cover Page for Proposal**

<b>PROPOSER'S NAME (Name of firm, entity or organization):</b>		
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>		
<b>NAME AND TITLE OF PROPOSER'S CONTACT PERSON:</b>		
Name: _____		Title: _____
<b>MAILING ADDRESS:</b>		
Street Address: _____		
City, State, Zip: _____		
<b>TELEPHONE:</b> (____) _____	<b>FAX:</b> (____) _____	<b>E-MAIL ADDRESS:</b> _____
<b>PROPOSER'S ORGANIZATIONAL STRUCTURE:</b>		
____ Corporation    ____ Partnership    ____ Proprietorship    ____ Joint Venture		
____ Other (Explain): _____		
<b>IF CORPORATION,</b>		
Date Incorporated/Organized: _____		
State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
<b>PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b>		
<b>LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:</b>		
<b>PROPOSER'S AUTHORIZED SIGNATURE</b>		
The undersigned hereby certifies that this proposal is submitted in response to this solicitation.		
Signed By: _____		Date: _____
Print Name: _____		Title: _____

**Exhibit 2**  
**AFFIDAVIT IDENTIFYING AUTHORIZED REPRESENTATIVE(S)**  
**FOR SELECTION COMMITTEE PROCEEDINGS (RFP PROCESS)**

Firm/Proposer's Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
Business Telephone: (\_\_\_\_) \_\_\_\_\_  
This RFP No.: \_\_\_\_\_

List all members of the Proposer's presentation team who may participate on your firm's behalf in Oral Presentations including negotiations under this RFP process:

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals listed above are authorized by this Firm/Proposer to appear as its representative during Oral Presentations including negotiations before a Miami-Dade County Public Schools' evaluation, selection, technical review or similar committee or subcommittee under the above-referenced RFP process.

For the sole purpose of said Oral Presentations including negotiations under this RFP process, the listed individuals shall not be required to pay any lobbyist registration fees.

Additional authorized representatives for Oral Presentations including negotiations under this RFP process shall be recognized upon submission, prior to the oral presentation, to the M-DCPS Buyer of another fully executed affidavit (this Exhibit 2).

Unless he or she has been listed here, no individual shall appear before any M-DCPS evaluation, selection, technical review or similar committee or subcommittee on County Commissioners and has paid all applicable fees as a registered lobbyist.

Other than for the purposes of this RFP process, individuals who wish to address the School Board or a committee or subcommittee concerning any action, decision or recommendation of District personnel must register with the Clerk of the School Board and pay all applicable fees as a registered lobbyist.

Signature of Authorized Representative of Firm/Proposer: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_,

by \_\_\_\_\_, a \_\_\_\_\_, who is personally  
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
(Signature of person taking acknowledgement)

\_\_\_\_\_  
(Name of Acknowledger typed, printed or stamped)

\_\_\_\_\_  
(Title or Rank) (Serial Number, if any)

**Exhibit 3**  
**ACKNOWLEDGEMENT OF AMENDMENTS**

**Instructions:** Complete Part I or Part II, whichever is applicable.

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**PART I:** Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated \_\_\_\_\_, 20\_\_

Addendum #2, Dated \_\_\_\_\_, 20\_\_

Addendum #3, Dated \_\_\_\_\_, 20\_\_

Addendum #4, Dated \_\_\_\_\_, 20\_\_

Addendum #5, Dated \_\_\_\_\_, 20\_\_

Addendum #6, Dated \_\_\_\_\_, 20\_\_

Addendum #7, Dated \_\_\_\_\_, 20\_\_

Addendum #8, Dated \_\_\_\_\_, 20\_\_

Addendum #9, Dated \_\_\_\_\_, 20\_\_

Addendum #10, Dated \_\_\_\_\_, 20\_\_

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**PART II:**

No Addendum was received in connection with this solicitation.

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Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_



**Exhibit 5  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

The State of Florida has enacted a law that requires bidders or contractors to submit a sworn document stating whether or not a corporation, its officers, predecessors or successors have been convicted of a public entity crime. Neither the Proposer, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor shall have been convicted of a public entity crime subsequent to July 1, 1989.

**All Proposers must read and complete in its entirety, sign and have notarized the attached "Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes."**

**Failure to do so will result in the proposal submitted being considered non-responsive and therefore not considered for award.**

Bid or Contract No. \_\_\_\_\_

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being by me first duly sworn, made the following statement:**

1. The business addresses of \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Proposer, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Proposer or contractor nor any affiliate of the Proposer or contractor has been convicted of a public entity crime.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or contractor or an affiliate of the Proposer or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Proposer list. The name of the convicted person or affiliate is \_\_\_\_\_ . A copy of the order of the Division of Administrative Hearing is attached to this statement.

\_\_\_\_\_  
Affiant's Signature

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC

MY COMMISSION EXPIRES

**Exhibit 6  
PROPOSER EXPERIENCE**

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub Proposer and the client.

Prime Proposer/Sub Proposer:

\_\_\_\_\_

Client Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Client Contact name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone number:

\_\_\_\_\_

Email:

\_\_\_\_\_

Is Client a School District? (Yes\_\_\_ No \_\_\_)

**Duration of Client Relationship:**

Date Started: \_\_\_\_\_ Date Ended: \_\_\_\_\_ for \_\_\_\_\_ Total Years.

**Additional information (attach pages as necessary):**

Describe the services provided; provide total value of the contract, result of the project and Proposers role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

**Exhibit 7  
ANTI-COLLUSION STATEMENT**

THE UNDERSIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS/HER PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO THE PROPOSAL WHATSOEVER. PROPOSER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE LAW.

CERTIFICATION AND IDENTIFICATION FOR PROPOSERS SUBMITTING PROPOSALS

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal. I certify agreement with the School Board of Miami-Dade County, Florida Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures (School Board Policy 6460). 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 and that the company satisfies all necessary requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

**Type of Business Organization and Authority of Signatory:**

Indicate type of business organization Proposer does business. For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this proposal is fully authorized and empowered to do so, on behalf of Proposer. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Proposer.

LEGAL NAME OF AGENCY OR

PROPOSER SUBMITTING PROPOSAL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF BUSINESS ORGANIZATION: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

BY: SIGNATURE (ORIGINAL) \_\_\_\_\_

BY: NAME TYPED \_\_\_\_\_

TITLE: \_\_\_\_\_

**Exhibit 8**  
**DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES**

Pursuant to School Board Policy 6460, which may be accessed at <http://www2.dadeschools.net/schoolboard/rules>, all bidders, proposers, and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure 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 of their employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

**DISCLOSURE OF CONFLICT OF INTEREST (Affiliation with District Committees, Task Force or Associations)**

Proposers are required to disclose the names of any officers/directors, who serve on any district committees, task force, or associations. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

**DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES**  
**(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)**

Pursuant to School Board Policy 6460, which may be accessed on the school website at [www2.dadeschools.net/schoolboard/rules](http://www2.dadeschools.net/schoolboard/rules) all bidders, proposers, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, proposers or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure 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.

<b>NAME</b>	<b>LIST OF POSITIONS</b>	<b>DATES EMPLOYEE HELD POSITION</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**DISCLOSURE OF CONFLICT OF INTEREST**

**(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)**

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the M-DCPS Conflict of Interest policies available at [www.dadeschools.net](http://www.dadeschools.net). Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two years (2) on a Miami-Dade County Public Schools District Committee, Task Force, or Association?

No  Yes  If answer is yes, please complete the following:

Employee Name	Current Title with Firm	Name of M-DCPS Committee, Task Force, Association Served
Name: _____ •		
Name: _____ •		

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL

**Exhibit 9  
PORTABLE COMPUTING DEVICE SPECIFICATIONS SUMMARY**

Instructions: Complete this worksheet for each type of technology solution proposed. Fill in each blank with the requested information. You may attach additional pages to provide complete information where required. This RFI does not require that all these fields be accounted for, but if a Proposer is providing an option that fits one of these categories, these fields must be completed. Please specify which items are optional, if any. If additional items (fields) need to be added to this list of products and services to best reflect your proposed solution, please make note of this and add any necessary data.

**Portable Device Description**

Manufacturer	
Model	
Processor Speed	
Chip Manufacturer	
Chip Type	
Number of Processor Cores	
Number of Video Cores	
Amount Random Access Memory	
Amount of Random Access Memory Dedicated to CPU	
Operating System	
Wireless Type (ex. 802.11 a/b/g/n/ac)	
Wireless Speed (ex. 150/1000)	
Hard Drive Type	
Hard Drive Capacity	
Audio Chipset Manufacturer	
Video Chipset Manufacturer	
Front Camera Resolution (Still/Video)	
Back Camera Resolution (Still/Video)	
Display Size	
Display Resolution	
Number of Touch Points	
USB Port Type and Count	
Keyboard size	
Optional input device	
Battery Capacity (ex. 7200mAh)	
Duration (ex. 8 hrs.)	
Weight	

<b>Provide industry benchmark test results, including information about how long the device will operate on a single battery charge under these conditions:</b>	
<b>Activity</b>	<b>Time</b>
Web-browsing	
Multimedia (video/audio)	
Reading eBooks	
Stand by time	

**Exhibit 10  
REPAIR AND WAREHOUSE LOCATIONS**

**Repair Locations**

Local Repair Center (Miami-Dade, Broward, or Palm Beach)	
Address	
Length of Time at Address	
Space Owned or Leased	

Other Repair Center	
Address	
Length of Time at Address	
Space Owned or Leased	

**Warehouse Locations**

In-State Warehouse	
Address	
Length of Time at Address	
Space Owned or Leased	
Square Footage	

Other Warehouse	
Address	
Length of Time at Address	
Space Owned or Leased	
Square Footage	

**EXHIBIT 11  
PROPOSAL SUBMITTAL RECEIPT FORM**

All Bidders MUST adhere to the guidelines stated in Section 1.17. As such, all bidders will sign and acknowledge timely submittal of this ITB, as well as Procurement Management Services Staff. This form must be included within the timely bid package.

<b>RFP Name and Number:</b>	RFP16-058-MT, Mobile Devices and Services
<b>RFP Due Date:</b>	Tuesday, June 13, 2017
<b>Bidder Name and Address:</b>	
<b>Bidder's Date and Time of Submission:</b>	
<b>Authorized Bidder's Signature:</b>	
<b>Procurement Management Staff Name and Signature:</b>	
<b>Verify Date and Time of Bidder's Submission:</b>	