



REQUEST FOR PROPOSALS

School District of Lee County
Department of Procurement Services
(239) 337-8180 Phone

Release Date: Wednesday, April 4, 2012

RFP No.: R127035JM

RFP Title: **INFORMATION TECHNOLOGY HARDWARE,
SOFTWARE AND EQUIPMENT**

Contact: AlbertJM@leeschools.net

This proposal must be submitted to The School District of Lee County, Department of Procurement Services, 2855 Colonial Boulevard, Fort Myers, Florida, 33966-1012, no later than 2:00p.m. local time on Wednesday, April 25, 2012 and plainly marked RFP No. R127035JM. Proposals are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST

For each item below initial that forms are accurately completed, signed by an officer of the business, and returned with the proposal.

- | | |
|--|---|
| <input type="checkbox"/> Proposal Response Form (Attachment A) | <input type="checkbox"/> Drug Free Workplace Certification Form (Attachment F) |
| <input type="checkbox"/> Reference Form (Attachment B) | <input type="checkbox"/> Public Entities Crime Form (Attachment G) |
| <input type="checkbox"/> Insurance Requirements Form (Attachment C) | <u>must be notarized</u> |
| <input type="checkbox"/> Current Certificate of Insurance as required herein | <input type="checkbox"/> Sealed Proposal Label (Attachment H) |
| <input type="checkbox"/> All addenda issued, if any, acknowledged (Attachment D). Copies of each are included in the proposal. | <input type="checkbox"/> Proposal Bond in an amount not less than 5% of the |
| <input type="checkbox"/> Debarment Form (Attachment E) | <input type="checkbox"/> Proposer's maximum possible award included, if |
| | <input type="checkbox"/> Required |
| | <input type="checkbox"/> One (1) manually signed proposal, six (6) copies, and an electronic version on CD/DVD or flash drive as required herein. |

Proposer Business Name: _____

Proposer Taxpayer Identification Number: _____

Address: _____

City, State & Zip Code: _____

Telephone: _____ Fax: _____

Name of Owner or Authorized Officer/Agent: _____

Title: _____ Date: _____

Email Address: _____ Internet URL: _____

Signature of Owner or Authorized Officer/Agent: _____

(Proposal must be signed by an officer or employee having authority to legally bind the Proposer)

Anti-Collusion Statement/Public Domain: I, the Proposer, have not divulged, discussed, or compared this proposal with any other Proposer and have not colluded with any other Proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal. I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

Proposal Certification: By my signature, I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **Required Submittal Checklist**, I further certify complete and unconditional acceptance of the contents inclusive of this Request of Proposal, and all appendices and the contents of any addenda released hereto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A “NO RESPONSE” FOR THE REASON(S) CHECKED BELOW:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Addendum received too late to respond |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Could not meet insurance requirements |
| <input checked="" type="checkbox"/> Could not meet bonding requirements | <input type="checkbox"/> We do not offer the product or service requested |
| <input type="checkbox"/> Our schedule will not permit us to respond | <input type="checkbox"/> Remove our company name from this commodity listing only |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive | <input type="checkbox"/> Keep our company on the bid list for future bids |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Other |

TABLE OF CONTENTS

	<u>Page</u>
Required Submittal Checklist	1
General Conditions.....	3
Detailed Specifications	9
Estimated Timeline.....	10
Proposal Submittal (Information to be Included in the Submitted Proposals)	10
Evaluation of Proposals.....	13
Attachment A – Proposal Response Form	14
Attachment B – Reference Form	15
Attachment C – Insurance requirements Form.....	16
Attachment D – Addenda Acknowledgement Form.....	18
Attachment E – Debarment Form.....	19
Attachment F – Drug-Free Workplace Certification Form.....	20
Attachment G – Public Entity Crimes Form	21
Attachment H – Proposal Mailing Label	23

GENERAL CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions

1. **Sealed Proposal Requirements:** The "Request for Proposals" sheet must be completed, signed, and returned with each proposal. Proposers must submit one original, manually signed proposal signed by a representative authorized to legally bind the Proposer to the provisions herein; one electronic version on CD/DVD or flash drive identical to the original in PDF format; and all attachments and forms completed as required herein. Additional proposal submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Proposers must use the form(s) furnished by The District. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** for the purpose of this Request for Proposals (RFP), the following words and phrases shall have these meaning:
 - a) "District" shall mean The School District of Lee County, Florida.
 - b) "Proposer" shall mean any person, firm or corporation who submits a proposal pursuant to this RFP.
 - c) "Vendor" shall mean the successful Proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Proposer's Responsibility:** It is the responsibility of the Proposer to obtain all pages of the RFP package and all attachments thereto, together with any addenda to the RFP package that may be issued prior to the RFP due date. Proposers are required, before submitting their proposal, to obtain and carefully examine the RFP specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
4. **Proposal Submittal:** All proposals shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All proposals must be signed in ink by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on Attachment A, Proposal Response Form and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in a sealed envelope.
5. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on 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 Vendor, 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, for a period of 36 months from the date of being placed on the convicted vendor list.
 - a) Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly notarized form shall be cause for submittal to be judged non-responsive.
6. **Specification Variances:** For purpose of evaluation, the Proposer must indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
7. **Requests for Clarifications:** Any and all questions regarding this RFP, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, seven (7) business days prior to the RFP due date. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP documents. No correction or clarification of any ambiguity, inconsistency or error in the RFP terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the RFP documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
8. **Delivery of Proposal:** One proposal clearly marked "Original", copies as required herein and an electronic version on CD/DVD or flash drive identical to the original in PDF format, of response must be furnished and arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this RFP, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the RFP specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the RFP general conditions, specifications or RFP submittal requirements. The response shall be submitted in a sealed envelope addressed to The School District of Lee County, Department of Procurement Services, 2855 Colonial Blvd., Fort Myers, FL 33966-1012.
 - a) If a proposal is delivered in person, Proposer must follow the District's security access procedures as follows: park in visitor's parking area; enter building through front door; present proposal to Procurement Department representative for official date/time stamping.
 - b) Proposals received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this RFP.
9. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the RFP at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
10. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned unopened and shall not be considered for award. The District will not be responsible for proposals received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.
11. **Processing Time:** It is understood that the normal proposal processing time shall be 90 days after the opening date of this RFP,

and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.

12. **Original and Renewal Term:** The award resulting from this proposal shall be in effect for Three (3) years commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this proposal (or any portion thereof) has the option of being renewed for two (2) additional twelve month periods, upon mutual agreement of both parties, under the same terms and conditions.
13. **Lobbying:** Proposers are hereby advised that they are **not** to lobby with any District Personnel or Board Members related to or involved with this proposal. All inquiries must be written and directed to the Department of Procurement Services.
 - a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or District personnel on the award of this contract. Lobbying by any Proposer or any individual on behalf of a Proposer will result in rejection/disqualification of said proposal.
 - b) Violation of this provision regarding lobbying may also result in disqualification of the Proposer from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Assistant Director of Procurement and as acted upon by the Superintendent and the School Board, as appropriate.
14. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
15. **Brands:** Proposers shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Vendor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not The District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation; unless sufficient literature or specifications are currently on file in district offices. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of proposals submitted. Once an item is awarded from this proposal to a Proposer, no substitution of brands shall be permitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by The District.
16. **Warranty/Guarantee:** All materials and/or services furnished under this proposal shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the

original equipment. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from The District.

17. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the RFP specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors.
 - a) Proposers will be evaluated and ranked based on their written responses to the grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create, and select respondents from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. The District reserves the right to negotiate individually or collectively with the top ranked firms. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.
 - b) After evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties at the office of the Department of Procurement Services and shall remain posted for a period of no less than three (3) days. This information shall also be posted on School District of Lee County's website <http://procurement.leeschools.net/bids.htm>.
 - c) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.
18. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this RFP are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.
19. **Contract Documents:** The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. The District does not anticipate issuing a specific contract document for this award, however the District does reserve the right to request the Proposer enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this RFP, any addenda to this RFP, the submitted proposal, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Proposer and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the

contract agreement. Each proposal is received with the understanding that an acceptance in writing by The District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and The District. This contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of The District and any sureties.

20. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.

b) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.

c) The School District of Lee County serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach and Sanibel. The District's enrollment is approximately 80,000 K-12 students. With approximately 11,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is the largest employer in Lee County.

21. **Vendor Performance:** The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the RFP. The Vendor shall at all times maintain good discipline and order while on District property. Vendor's employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.

a) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.

b) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendor's employees shall refrain from using foul, abusive, or profane language on District property.

c) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information

into the School Log Book provided in the Administrative office of each campus.

d) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Vendor's personnel shall be aware that it is illegal to have in one's possession any firearm, illegal drug or alcoholic beverage while on District property.

e) Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.

f) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.

g) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.

h) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.

i) The Vendor shall be responsible for all damages caused by the Vendor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.

j) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.

k) Vendor acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.

l) If during the performance of any project, Vendor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such Utilities service. If Vendor fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Vendor within five (5) business days of written demand for same from The District.

m) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the

project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.

- n) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

22. **Inspection, Identification and Acceptance:** Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendors shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
23. **Bid Bonds and Performance Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful Proposers. After acceptance of a proposal, the District will notify the successful Proposer to submit a performance bond in the amount specified in the detailed specifications.
24. **Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.
25. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this RFP are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Assistant Director of Procurement.
26. **Default:** In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
27. **Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the Proposer assumes full duty,

obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.

28. **Indemnity:** The Vendor hereby agrees to indemnify and hold harmless The District, its officers, agents and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and an appeal, of any kind and nature to the extent caused by the performance of this contract by the Vendor, arising or growing out of or in any way connected with the performance of this contract whether by act or omission of the Vendor, it's agents, employees or others.
29. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
30. **Occupational Safety Hazards Act Requirements:** The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful Proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Proposer.
31. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
32. **Drug Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.
33. **Ethics:** All awarded Proposers shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.
34. **Confidentiality:** Proposers shall be aware that all submittals provided with a proposal are subject to public disclosure and will not be afforded confidentiality with the exception of "sealed" financial statements.
35. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.
36. **Authority to Piggyback:** The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. Upon award of this proposal, if mutually agreed upon between the successful Proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other S. W. Florida Cooperative Purchasing Consortium entity.

37. **Invoicing:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department. The Vendor will provide **two copies of the original invoice to The School District of Lee County, Financial Accounting Department, located at 2855 Colonial Blvd, Fort Myers, FL 33966-1012.**

a) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.

38. **Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.

39. **Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.

40. **Bid Protest:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and failure to follow any other requirements in the bid protest procedures established by the School District of Lee County, Florida shall constitute a waiver of all protest rights.

41. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services on campus while students are present under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify The District within 48 hours of such.

a) The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless The District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.

42. **Vendor Process for Fingerprinting:** Upon award, Vendor is required to comply with the requirements of Florida Statutes.

COST: \$97.25/Fingerprint (Price includes \$57.25 for fingerprints, \$24.00 for 5 year retention fee, \$10 for badge, \$6 for processing fees)

LOCATIONS: Pack & Send

8595 College Parkway

Fort Myers, FL 33919

Phone: (239) 433-0747

UPS Store

8805 Tamiami Trail

Naples, FL 34108

Phone: (239) 597-9221

Days: Monday-Saturday

Times: 8:00 a.m. - 5:00 p.m. (M-F)

10:00 a.m. - 4:00 p.m. (Sat)

Vendors must register on-line to schedule fingerprinting and choose their method of payment (credit card or money order). Register at <http://lee.sofn.net>

RFP # R127035JM
INFORMATION TECHNOLOGY HARDWARE, SOFTWARE AND EQUIPMENT
Wednesday April 4, 2012 @ 2:00 PM local time

1. Computer Hardware;
2. Software;
3. Peripherals and Accessories;
4. Audio Visual Equipment; and
5. Balance of line percentage discount.

All proposals submitted shall be on the Official Proposal Form included in the RFP specifications, a copy of which may be reviewed or obtained at the Office of the Procurement Services or by downloading from Lee County School District, Procurement Services' website at: <http://procurement.leeschools.net/bids.htm>.

The District does not discriminate based on age, race, color, gender, religion, national origin, disability or marital status.

BY: /s/ Joe Marody
Joe Marody
Procurement Agent

RFP No: R1127035JM- INFORMATION TECHNOLOGY HARDWARE, SOFTWARE AND EQUIPMENT

DETAILED SPECIFICATIONS
Information Technology Hardware, Software and Equipment
RFP No. R127035JM

1. **Overview:** The School District of Lee County is seeking proposals for list price discounts for IT hardware, software, and equipment. "List price" is defined as MSRP (manufacturer suggested retail price), published catalog and/or internet pricing. Proposers are requested to provide a minimum fixed percentage discount from current list prices in order to produce the lowest net cost for the District. The District is requesting minimum fixed percentage discount from current list prices in five (5) categories of products. Examples of products from each category are provided in the description. A percentage discount off list pricing is requested for each category. It is not possible to categorize, define, or list all possible IT products; therefore, a percentage discount for balance of line will also be requested. Proposers may propose discounts on one or more of the following categories:
1. Computer Hardware;
 2. Software;
 3. Peripherals and Accessories;
 4. Audio Visual Equipment; and
 5. Balance of line percentage discount.

Proposers submitting minimum fixed percentage discount off list prices must submit each catalog for which a discount is offered. Catalogs in either hard copy or electronic format such as CD/DVD will be accepted. If submitting an electronic catalog, file formats such as Excel are encouraged to allow data searching and sorting. Catalogs shall be clearly labeled with Company name, discount(s) offered, exceptions or exclusions, account representative name and contact information. Proposers submitting minimum fixed percentage discount off internet pricing must indicate the web address where pricing may be found.

Unless a change is deemed to be in the best interest of the District, there will be no discount adjustments allowed during the contract period. Sales promotions may occur during the course of this contract that will lower prices of products for the period of the sales promotion. The District shall receive the full benefit of such reductions if lower than the discount established by this RFP. Vendors may always offer the District an additional education discount at any time and invoice the District at a lower cost. Price reductions announced by a vendor shall take effect immediately and shall be applied to unshipped and subsequent orders.

New items appearing in a vendor catalog released after the RFP opening date are to be covered by this RFP as if these items were originally included in the catalog(s) submitted with the proposal. For the duration of the contract, new catalogs may be submitted to the District as they become available, but not more frequently than every three (3) months.

The District strongly prefers that Proposers provide the District with a dedicated web portal designed to meet the District's online purchasing needs, including the ability to audit prices. The District invites Proposers to describe methods to be used to audit prices for the duration of the contract. The District reserves the right to audit prices at any time on any orders placed. Vendors shall be fully compliant with the audit process, and shall take immediate corrective action if price discrepancies occur.

All proposals submitted shall be on the Official Proposal Response Form included in the specifications, a copy of which may be reviewed or obtained at the Department of Procurement Services or by downloading from Lee County School District, Procurement Services' website at: <http://procurement.leeschools.net/bids.htm>.

2. **Questions About the RFP:** Any questions concerning the Request for Proposal shall be directed in writing to:

The School District of Lee County
Department of Procurement Services
Joe Marody, Procurement Agent
2855 Colonial Blvd., Fort Myers, FL 33966
Via fax at (239) 337-8200 or
E-mail AlbertJM@LeeSchools.net with a carbon copy to SusanMMA@LeeSchools.net

All questions must be received no later than **Friday, April 13, 2012 at 2:00 PM**. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and their official responses will be issued by the Department of Procurement Services in the form of addenda and placed on The District's website <http://procurement.leeschools.net/bids.htm>. Proposer shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

Copies of addenda will be made available for inspection at the District's Department of Procurement Services where proposal documents will be kept on file.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

3. **Account Management:** Vendor shall assign a primary point of contact to the District. Vendor shall process orders in a timely fashion and provide internal order numbers to the District upon request. Designated contact shall coordinate and communicate shipment details with District point of contact including: PO numbers, manufacturer order numbers, status, order date, ship date, quantity, product description, shipping company waybill or confirmation number, asset tag numbers, etc. Large orders, as determined by the District may require status updates using MS Excel or equivalent spreadsheet software.
4. **Quotations:** Vendor shall provide electronic price quotations for standard catalog products to the District within two business days of a request. Custom enterprise hardware configurations or enterprise software quotations shall be provided within 5 business days of a request.
 - a. The District's IT Support department provides oversight with respect to all IT products purchased and supported within the District.
 1. Quotes for standard products and products purchased frequently are made available to District staff on IT Support's intranet website.
 2. Quotes provided by IT Support are considered a guide.
 3. District staff is encouraged to contact vendors to shop for the best value and acquire current quotes.
 4. Vendors are encouraged to gain an understanding of approved and supported products and steer District staff to these products.
 5. Providing quotes to District staff for known prohibited products is ill-advised. If direction is required, vendors are encouraged to contact IT Support.
 - b. District staff is encouraged to pursue the best pricing and overall value from the awarded vendors.
 1. District staff is required to obtain quotes for purchases totaling \$5000 or above.
 2. District staff is encouraged to obtain quotes for all purchases.
5. **Contract Term:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for two (2) additional twelve (12) month periods, for a total duration not to exceed five (5) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by The District. The Proposer agrees to these conditions by signing its proposal.
6. **Estimated Timeline**

April 4, 2012	Release of RFP No. R127035JM
April 13, 2012	Written questions due in the Department of Procurement Services by 2:00 PM, local time.
April 25, 2012	Proposals due on or before 2:00 PM local time Department of Procurement Services 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
May, 2012	Optional oral presentations and negotiations, interviews, scheduled at the District's Discretion.
June/July, 2012	School Board Recommendation.

Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Proposers.

Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

7. **Information to be included in the submitted proposal:** In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in your proposal. All responses to the RFP shall be submitted in an 8 ½" x 11", edge-bound format. Covers may be slightly larger. Sections shall be tabbed to correspond to the headings listed in this section. Contents shall be in conformance with requested criteria utilizing the applicant Proposer's phrasing to complete the requested listing. Include one (1) original, manually signed proposal, six (6) copies, and an electronic version on CD/DVD or flash drive identical to the original. **Failure to comply with proposal submittal requirements may be grounds for proposal rejection.**
- a. **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.
 - b. **Table of Contents:** Include a clear identification of the material by section and by page number.
 - c. **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers. State the quantity of catalogs and/or internet websites submitted by the Proposer.
 - d. **Required Submittal Checklist:** Proposer shall complete and submit the Request for Proposal coversheet, page 1 of the RFP, with all required information completed and all signatures (blue ink preferred on original) as specified. Any modifications or alterations to this form shall not be accepted and may cause proposal to be rejected.
 - e. **Provide Catalogs:** The District requires one (1) catalog to be included in the bid packet for each catalog from which a discount shall be offered. Optionally, two (2) copies may be provided at the Bidder's discretion. Catalogs in either hard copy or electronic format such as CD/DVD will be accepted. If submitting an electronic catalog, file formats such as Excel are encouraged to allow data searching and sorting. Proposers submitting fixed percentage discount off internet pricing must indicate the web address where pricing may be found.
 - f. **Online Purchasing and Audit Tools:** Proposers shall describe their ability and commitment to provide a dedicated web portal designed to meet the District's online purchasing needs. The District anticipates the web portal may be used for catalog browsing, online shopping and/or order placement. Tools available to validate and audit prices for the duration of the contract shall be described by the Proposer. The District requires awarded vendors to validate, substantiate and retain list prices for all orders placed for the duration of the contract.
 - g. **Attachment A - Proposal Response Form (Pricing):** The District desires a minimum fixed percentage discount from current published catalog or internet prices. Vendors may submit proposed discount on one or more of the following categories:
 - 1. Computer Hardware;
 - 2. Software;
 - 3. Peripherals and Accessories;
 - 4. Audio Visual Equipment; and
 - 5. Balance of line percentage discount.
- Evaluation of price shall be based on net cost to the District, Calculated by applying the proposed percentage discount to the base catalog price. Proposers shall describe their level of commitment to limiting base price increases.
- h. **Attachment B – Reference Form:** Provide three (3) references of similar size, scope, and complexity to the requirements of this bid.
 - i. **Attachment C – Insurance Form:** Complete and sign the School District of Lee County Florida Insurance Requirements. Attach a copy of bidder's current certificate of Insurance.
 - j. **Attachment D – Acknowledgement of Addendum Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Acknowledgement of Addendum Form must be signed and returned with a copy of each and every addenda issued in order for your proposal to be considered.
 - k. **Attachment E – Debarment Form:** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transactions.
 - l. **Attachment F – Drug Free Workplace Certification:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Drug Free Workplace Form must be signed and returned.

- m. **Attachment G – Public Entity Crimes Form:** Sworn statement under section 287.133(3), (A), Florida Statutes, Public Entity Crimes, **signed and notarized.**
 - n. **Attachment H – Proposal Mailing Label:** Sealed Proposal Label shall be accurately completed and adhered to exterior of sealed bid package.
8. **Technical Specifications:** There are five (5) categories that may be bid; Proposers may propose discounts on one or more of the following categories. The categories are:
- 1. Computer hardware;
 - 2. Software;
 - 3. Peripherals and Accessories;
 - 4. Audio Visual Equipment; and
 - 5. Percentage off balance of line pricing.

The categories are described in detail below; these descriptions are not intended to be all encompassing, rather to illustrate sample products that may be available in each category.

Proposers are invited to offer a minimum discount off list prices. Bidder's response shall be a fixed minimum percentage discount that will be applied to the items listed in catalogs and shall remain firm for the duration of the contract. New list prices must be submitted to the District as they become available for the duration of the contract, but not more frequently than every three (3) months. One (1) copy of each catalog to be supported shall be submitted with the bid.

Proposers may identify product groupings within a catalog that will receive different percentage discounts. For example, a different percent discount may be applied to laptop carrying cases and cables, even if both items are offered in the same catalog. All exceptions and exclusions shall be documented in the bid submittal.

a. Category 1 – Computer Hardware:

Computer hardware shall include computers or the physical parts of a computer. Hardware is differentiated from peripheral devices and accessories in that hardware is generally internal or required for the device to perform its core functions. Examples of computer hardware include:

Computer, laptop, netbook, slate, tablet, eReader, server, appliance, intelligent network electronics, storage area network, backup tape drive, blade chassis, RAM, motherboard, processor, power supply, hard drive, CD/DVD ROM(RW) drive, video card, sound card, PCI RAID card, PCMCIA card, floppy drive, modem, network card, cooling fans, chassis.

****Please note: The District does not intend to use this contract as a primary purchasing vehicle for desktop and laptop computers except when products are required that are not specified in other District contracts.***

b. Category 2 – Software:

Computer software is generally described as instructions and procedures that perform a task on a computer system. Examples of types of software include:

System software, programming software, application software, utilities, word processing, text editors, compilers, interpreters, debuggers, industrial automation, business, accounting, financial, payroll, educational, instructional, medical, database, modeling, 3D, monitoring, virtualization, archiving, backup, management, illustration, graphics, design, collaboration, content management.

c. Category 3 – Peripherals and Accessories:

A peripheral is generally described as a device that is added to a computer in order to expand its capabilities and is optional in nature. Accessories generally describe products that are used in conjunction with or to connect computer systems, peripherals, A/V equipment. Products designed to house, mount, or secure computer systems such as computer tables, lab tables, or tables with integrated cable management as well as products used to carry or transport IT products are included. Consumable products

required for maintaining operation of IT products such as printer toner, specialty paper, and fusers are also included in this category. Examples of peripherals & accessories include:

Printer, all-in-one printer, label printer, plotter, scanner, fax machine, UPS, KVM switch, digital camera, memory card reader, unmanaged switch / hub, mouse, pointing device, digitizer tablet, presentation remote, external CD/DVD-ROM drive, CDR(W) media, DVD-RW media, wireless access point, external hard drive, USB flash drive, SD and flash memory card, web cam, computer speaker, computer microphone, computer head phones, bar code reader, docking station, interactive white board, classroom response system, document camera, TV tuner, USB hub, server cabinet, rail kit, power cable, power strip, surge suppressor, network patch cable, fiber cable, VGA cable, DVI cable, Firewire cable, SCSI cable, RCA cable, serial cable, adapters, connectors, cable management equipment, cable tie, cable protector, media cart, laptop battery, assistive technologies, interactive technologies, wireless slate, interactive pen display, student response system, cable management supplies, cable raceway, floor cable covers, media center book check in equipment and accessories, mobile lab carts and accessories.

d. Category 4 – Audio Visual Equipment:

Audio / Visual equipment generally refers to devices used in video projection, audio projection, video production, broadcast television, and facilities such as board rooms, TV studios, and classrooms. Hardware designed to house, install, mount, secure, connect or carry AV products and products of general nature used in these applications are included in this category. Consumable products required to maintain operation of AV products such as LCD projector lamps are also included in this category. Examples of A/V equipment include:

LCD projectors, video projectors, projector lamps, projector mounts and mounting hardware, AV cart, AV Podium, TV, TV mounts and mounting hardware, monitor, speaker, speaker system, microphone, wireless lavalier mic, audio mixer, headphones, speaker system mount and mounting hardware, Interactive white board, interactive white board accessories, interactive white board mount and mounting hardware, video mixer, CD/DVD player, CD/DVD duplicator, VCR, camcorder, video camera, surveillance camera, camera mounting accessories and hardware, camera lens, camera lighting, studio lighting, speaker, headphone, audio enhancement system, MP3 player, CD/DVD duplication, analog/digital converter, routers, switchers, amplifiers, signal generators, digital video recorders, editing console, media storage unit, broadcast server, encoder, decoder, demodulator, distribution amp, and cables.

e. Category 5 – Percentage Discount off Balance of Line:

The "balance of line" discount shall apply to products not classified in categories 1 through 4. Each product on the price list shall be identified by part number, brand name, description, manufacturers cost and/or net price.

9. Evaluation of Proposals – Evaluation Criteria

Proposals shall be scored using the following evaluation criteria.

EVALUATION CRITERIA	MAXIMUM POINTS
Price	30
Access to on line catalogs, automated quoting, and audit tools	25
Product offering	15
Account management	15
References	10
Submittal (completeness, correctness, and clarity)	5
TOTAL POSSIBLE POINTS	100

ATTACHMENT A – PROPOSAL RESPONSE FORM
THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
DEPARTMENT OF PROCURMENT SERVICES
Bid No. B127035JM
INFORMATION TECHNOLOGY HARDWARE, SOFTWARE AND EQUIPMENT

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The School District of Lee County Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

For each catalog presented, provide the following information.

ITEM NO.	DESCRIPTION	Minimum Percentage Discount
	Catalog Name, number, year or Internet website catalog address	
1	Computer Hardware	%
2	Software	%
3	Peripherals and Accessories	%
4	Audio Visual Equipment	%
5	Balance of Line	%

Printed Name: _____

Officer or Employee Authorized to Legally Bind the Bidder

Signature: _____

Officer or Employee Authorized to Legally Bind the Bidder

ATTACHMENT B – REFERENCE FORM

Provide three (3) references of similar scope and size to this bid.

The District prefers businesses to provide three (3) references.

The District will consider Proposers with fewer than three (3) references. If fewer than three (3) non-District references are provided, the District will take into consideration the longevity and experience of the business, service to schools or government entities, and the nature of the service to be performed.

1. PROJECT NAME/DESCRIPTION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
PROJECT SIZE: \$ _____

2. PROJECT NAME/DESCRIPTION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
PROJECT SIZE: \$ _____

3. PROJECT NAME/DESCRIPTION: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
EMAIL: _____
PROJECT SIZE: \$ _____

ATTACHMENT C - INSURANCE REQUIREMENTS FORM

**The School District of Lee County Florida
Insurance Requirements**

INSURANCE TYPE	REQUIRED LIMITS
<u>X</u> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of <u>\$500,000.00</u> each incident.
<u>X</u> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form with no limiting endorsements.	<u>Bodily Injury & Property Damage</u> <u>\$1,000,000.00</u> Single Limit Per Occurrence
<u>X</u> 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The District by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The District.	
<u>X</u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	<u>\$1,000,000.00</u> Each Occurrence
___ 5. Other Insurance as indicated below:	
a) Professional Liability	\$ -0-
b) Builder's Risk	\$ -0-

(Continued)

 X 6. Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The District with certificates of insurance meeting the required insurance provisions.

 X 7. The School District of Lee County must be named as “**ADDITIONAL INSURED**” on the Insurance Certificate for Commercial General Liability.

 X 8. The School District of Lee County shall be named as the Certificate Holder.

NOTE: The “Certificate Holder” should read as follows:

The School District of Lee County, Florida
2855 Colonial Boulevard
Fort Myers, Florida 33966

 X 9. **Thirty (30) Days Cancellation Notice is required.**

 X 10. **The Certificate must state the Bid Number and Title.**

BIDDER'S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award of the bid. The School District of Lee County must be named as “ADDITIONAL INSURED” on the Insurance Certificate for Commercial General Liability. The District desires proof of insurability at levels required for this bid.

A current certificate of insurance is attached: _____ YES _____ NO

Proposer Name

Proposer Title

Signature of Proposer

ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM

The undersigned acknowledges the receipt of any addenda's and includes a copy of each with proposal.

Addenda #1_____ Date Issued:_____ Attached to bid: __Y__N

Addenda #2_____ Date Issued:_____ Attached to bid: __Y__N

Addenda #3_____ Date Issued:_____ Attached to bid: __Y__N

Addenda #4_____ Date Issued:_____ Attached to bid: __Y__N

Addenda #5_____ Date Issued:_____ Attached to bid: __Y__N

It is the sole responsibility of each Proposer to ensure that all addenda released are received; that all RFP and addenda requirements have been completed and that all required submittals have been included.

Please include a copy of each addendum with the proposal submittal. Failure to comply with these proposal submittal requirements may result in disqualification due to a non-responsive proposal.

ATTACHMENT E – DEBARMENT FORM

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion -- Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment..

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)

ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature of Authorized Officer _____

Date _____

ATTACHMENT G - PUBLIC ENTITY CRIMES FORM

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.
2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.
3. My name is _____ and my relationship to the _____ (please print name of individual signing) entity name above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 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 an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt 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 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. as 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. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

_____ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

personally known to me or provided the following identification _____, and affixed his/her signature in

the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

Form PUR 7068 (Rev. 11/89)

ATTACHMENT H - SEALED PROPOSAL LABEL

Attach this “Sealed Proposal” label to the outside of bid response envelope.

SEALED PROPOSAL * DO NOT OPEN *** SEALED PROPOSAL *** DO NOT OPEN*** SEALED PROPOSAL**

FROM: _____

ADDRESS: _____

DELIVER TO: THE SCHOOL DISTRICT OF LEE COUNTY
DEPARTMENT OF PROCUREMENT SERVICES
2855 COLONIAL BLVD.
FORT MYERS, FL 33966-1012

INFORMATION TECHNOLOGY HARDWARE, SOFTWARE AND EQUIPMENT
RFP NO.: R127035JM
OPENS: Wednesday, April 25, 2012 @ 2:00 pm