

**THE LEON COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
3397 WEST THARPE STREET
TALLAHASSEE, FLORIDA 32303**

REQUEST FOR PROPOSAL (RFP) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE

October 23, 2009

PURCHASING CONTACT TELEPHONE AND E-MAIL:

June Kail (850) 488-1206

kailj@leon.k12.fl.us

RFP TITLE:

Nortel® PBX Systems – District Wide

RFP NUMBER:

ER0274-2011

BID OPENING DATE & TIME:

December 2, 2009 @ 10:00 A.M. EST

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Leon County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. In the event of a conflict between the General Bid Terms and Conditions and any Special terms and Conditions attached hereto, the Special Terms and Conditions shall have precedence. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 3397 West Tharpe St., Tallahassee, Florida, by the "Bid Opening Date & Time referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "Bid Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ (EXT: _____) FACSIMILE NUMBER: _____

EMAIL: _____

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE: _____ TYPED OR
PRINTED NAME: _____

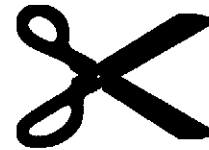
TITLE: _____ DATE: _____

NO BID: () To qualify for receipt of future Invitations to Bid, the Bidder must return this Bid form. If unable to Bid at this time, please give a brief explanation:

BID IDENTIFICATION LABEL

NOTICE TO ALL BIDDERS: A label has been provided to properly identify your bid. Place the bid in a sealed envelope, type the name and address of the bidder on the label and affix the label to the front of the envelope.

The Leon County School District Purchasing office is open from 8:00a.m. to 5:00p.m. Monday through Friday. If you are hand delivering a proposal, a Purchasing representative will be available to time/date stamp your submittal during these hours.



Cut out the label below and attach it to your envelope.

Sealed Bid – DO NOT OPEN – Sealed Bid – DO NOT OPEN

RFP Title: Nortel® PBX Systems – District Wide

RFP No. ER0274 - 2011

Bid to be opened: December 2, 2009 at 10:00 a.m.

From: _____

Address: _____

Deliver To: Leon County Schools Purchasing Department

Attn: June Kail, Purchasing Director

3397 West Tharpe Street

Tallahassee, Florida 32303

Sealed Bid – DO NOT OPEN – Sealed Bid – DO NOT OPEN

Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same website from which you obtained this bid. Vendors receiving bids via US mail will be sent notification of all addenda. If you downloaded the bid from this web site, you will need to check the web site to see if there are any addenda that have been posted.

I. INTRODUCTION & GENERAL INFORMATION

The Leon County School District (the District) is soliciting proposals to establish a contract, at firm unit prices, for Nortel® PBX Systems as needed district wide. These systems will be utilized for eligible services as delineated in the reference area of the SLD website <http://www.sl.universalservice.org/>.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" as used within this Request for Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term "vendor" as used within this RFP refers to the successful bidder.

- A. **GENERAL**: Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect).
- B. **PURCHASES BY OTHER PUBLIC AGENCIES**: Florida D.O.E. Regulation 6A1.012(6) provides that district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board. **The District reserves the right to separately bid any item awarded on this contract or to purchase any item(s) awarded on this contract from an alternate source if it is in it's best interest to do so.**
- C. **AWARD**: In the event of contract award, this contract shall be awarded to the responsible and responsive bidder (s) whose bid is determined to be the most advantageous to the District, taking into consideration price and other requirements as set forth in the RFP. The District reserves the right to use the second most responsive bidder in the event the original successful bidder of the RFP cannot fulfill their contract.

It is anticipated that an award recommendation will be presented to the School Board for consideration at its regularly scheduled meeting on January 12, 2010.

- D. **NON-EXCLUSIVE AGREEMENT**: The awarded contractor(s) understands and agrees that the contract shall not be construed as an exclusive agreement and further agrees that the District may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.
- E. **TERM**: The initial term of this contract will be after the date of School Board approval, on or about **July 1, 2010 through June 30, 2013**, and may, by mutual agreement between the School Board of Leon County, Florida and the awardee(s), upon final School Board approval, be extended for three (3) additional one (1) year periods and, if needed, ninety (90) days beyond the expiration date of the current contract period. All prices shall be firm for the term of the contract. The successful vendor(s) agree to this condition by signing its bid.
- F. **RFP OPENING AND FORM**: Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or ten days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

- G. BIDDER'S RESPONSIBILITY:** Before submitting their proposal, each vendor is required to carefully examine the Request for Proposal specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this request. Ignorance on the part of the vendor will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
- H. OCCUPATIONAL LICENSE:** Any person, firm, corporation or joint venture, with a business location in Leon County, Florida, which is submitting a proposal, shall meet the County's Occupational License Tax requirements. Vendors with a location outside Leon County shall meet their local Occupational Tax requirements. A copy of the license is required to be submitted with the Proposal. It is the vendor's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may cause the proposal not to be considered for award.
- I. WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- J. LSBE GOAL:** The District strongly encourages the use of **Local Small Business Enterprises** for participation as partners, joint venturers, prime contractor, sub-contractors and in contracting opportunities. See School Board Policy No. 6.14, Small Business Development Program and the attached "Local Small Business Program" information document if you would like to request certification as a LSBE.
- K. PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Leon County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- L. TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- M. TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- N. PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- O. INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- P. STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- Q. INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to

the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.

- R. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.

- S. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, the Uniformed Services Employment and Reemployment Rights Act, Chapter 440, Florida Statutes, and all rules and regulations promulgated thereunder. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- T. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- U. **PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

- V. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.

- W. **TERMINATION: DEFAULT:** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination.

- X. **CONVENIENCE:** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.

Y. DRUG-FREE WORKPLACE: Whenever two or more proposals are equal with respect to price, quality, and service, a proposal received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.

Z. PERFORMANCE: In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.

AA. AUDITS, RECORDS, AND RECORDS RETENTION: The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
2. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.
5. Persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

BB. REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY: Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace to be tolerated. Violations will be subject to the immediate termination of the contract.

"Firearm" means any weapon " (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with **FS 435.04** will enter onto any school site.

CC. CRIMINAL BACKGROUND CHECKS: The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will (1) Be at a school when students are present; or (2) Have direct contact with students; or (3) Have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level II screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and Federal criminal records checks through the Federal Bureau of Investigation. Level II screening may also include local criminal records checks through the local law enforcement agencies.

Leon County School Board Policy 2.021 also requires a background check of all vendors that meet the above requirements. In addition, all vendors will have a Sexual Predator Check completed if they meet the requirements as listed below. **LCSB Policy 2.021 is subject to review and change. As a provision of this contract, if awarded, any changes made to this policy will automatically become a part of and be incorporated in this contract. It is the responsibility of the awardee(s) to be aware of any changes that may occur.**

1. **Sexual Predator Check** – All vendors who provide services under this contract will have a Sexual Predator Check completed by Purchasing Department personnel through the Florida Department of Law Enforcement prior to approval of any contract. This check will be performed at the FDLE website listed here: http://www3.fdle.state.fl.us/sexual_predators/
2. **Level II Background Check** – Any vendor providing services under this contract who will (1) Be at a school when students are present; or (2) Have direct contact with students; or (3) Have access to or control of school funds, that person shall have a **Level II background check** submitted through the Leon County School Board. The Leon County School Board shall submit vendor fingerprints and information to the Florida Department of Law Enforcement and the Federal Bureau of Investigations. The LCSB will inform the contractor of the approval/disapproval of the check within approximately one week. If any person does not meet the Board's requirements, as described in Policy 2.021, that individual shall not be allowed to perform services for Leon County Schools. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered, during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Leon County School Board. The cost of a Level II Background Check is currently \$95.00. Remittance shall be in the form of a VISA/MasterCard or money order payable to Leon County Schools.

DD. SAMPLES AND BRAND NAMES: BRAND NAMES. Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

EE. EVALUATION CRITERIA: Primary factors used to decide the award hereunder will be the qualifications/certifications of the firm and personnel proposed to do the work and cost proposal. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School

District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.

	ASSIGNED POINTS	SCORE
CRITERION 1: Company strength, viability and continuity	+ 0-25	
CRITERION 2: Local presence/support/service levels	+ 0 - 20	
CRITERION 3: Previous experience of LCSB with vendor	+ 0 - 15	
CRITERION 4: Cost Proposal	+ 0- 40	
TOTAL SCORE		
Ranking:		

FF. CLARIFICATIONS AND INTERPRETATIONS: The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted at: <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm> at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

GG. DISPUTE RESOLUTION CLAUSE: In the event a dispute occurs, or a clarification of contract terms becomes necessary, please indicate your company representative for arbitration proceedings.

Representative's Name _____

Telephone Number _____

Our District Representative will be: Mr. Jeff Wahlen
Ausley & McMullen
(850) 224-9115

HH. PROTESTING BID SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this RFP or any Addenda thereto, shall file a written notice of protest within 72 hours after official posting or receipt of this RFP or Addendum and shall file a formal written protest within ten days after the date the notice of protest was filed. Saturdays, Sundays and legal holidays, days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before

4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday, or day during which the school district administration is closed. **Failure to file a notice of protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board policy 6.09.**

- II. **NOTICE OF INTENT TO AWARD:** Once bids are evaluated and a recommendation for award is received by the Purchasing Department, a Notice of Intent to Award will be posted on the Purchasing Departments website at: <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm> . For those who do not have Internet access, the notice will also be posted in a conspicuous location for review in the Purchasing Department Office, located at 3397 West Tharpe St., Tallahassee, Florida, on/or about December 18, 2009 and will remain posted for a period of 72 hours or three business days, whichever is later. Interested parties may also call the Purchasing Department at (850)488-1206 on the aforementioned date to obtain a verbal Notice of Intent to Award.

Bidders shall be notified by certified mail, return receipt requested, of any change in the date established herein for posting of Notice of Intent to Award. In the event the date of the posting is changed, the notification letter shall provide the new date upon which Notice of Intent to Award will be posted. **Since this information is available as outlined above, the Purchasing Department will not mail or fax intent to award notices to all bidders.**

Any person desiring to protest the intended decision shall file a written notice of protest, within 72 hours after the official posting in the Purchasing Department office of the Notice of Intent to Award concerning this RFP, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hour period. If the tenth calendar day falls on a Saturday, Sunday or legal holiday, the formal written protest must be received on or before 4:30 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, states that "[t]he formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an intended award shall post with the Purchasing Department, at the time of filing the formal written protest, a bond payable to the Leon County School Board in an amount equal to : (1) twenty-five thousand dollars or two (2) percent of the lowest accepted proposal, whichever is greater, for projects valued over \$500,000.00; and (2) five percent of the lowest accepted proposal for all other projects. The bond shall be conditioned upon the payment of all costs which may be adjudged against protester in an Administrative hearing in which the action is brought and any subsequent appellate court proceeding.

Notices of protest, formal written protests and the bonds required by School Board policy 6.09, shall be considered filed when delivered to and received at the address provided on page one (1) of this RFP. Transmission by facsimile, email, telegram or word of mouth are not acceptable.

- JJ. **CONTACT:** All questions for additional information regarding this RFP must be directed to the designated Purchasing Agent noted on page one. All contact and requests for clarifications should be submitted via e-mail to: kailj@leon.k12.fl.us no later than November 17, 2009. Answers will be posted at www.leon.k12.fl.us/public/business/purchasing/Current%20new.htm no later than November 20, 2009. Prospective bidders shall not contact any member of the Leon County School Board, Superintendent or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.
- KK. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.

III. **SPECIAL CONDITIONS**

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. **AGREEMENT FORM:** The basis of our agreement shall be the terms and conditions of this RFP, and the Bidder's response thereto. Any alternative agreement form or document required by Bidder shall be attached with their response hereto. The District reserves the right to reject any terms or conditions in conflict with those set by this RFP or negotiate mutually acceptable terms or conditions as it deems appropriate.
- B. **INTERPRETATION OF PROPOSAL DOCUMENTS:** No interpretation of the meaning of the RFP, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder verbally. Every request for such interpretation or correction should be made in writing, via fax or e-mail no later than **November 17, 2009**. Responses will be posted to the Districts purchasing website at <http://www.leon.k12.fl.us/public/business/purchasing/Current%20News.htm>, by **November 20, 2009**. All such interpretations and any supplemental instructions will be in the form of written Addenda to the RFP. Only the interpretation or correction so given through a written Addenda issued by the Purchasing Department shall be binding. No other source is authorized to give information concerning, or to explain or interpret the RFP. It shall be the Bidder's responsibility to confirm with the Purchasing Department, that they have received all Addenda issued, to obtain all such Addenda, and to return executed Addenda with their bid response.
- C. **FIRM OFFER:** Any proposal may be withdrawn until the date and time set for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer to provide the District the services/products set forth in this RFP. Such offer shall be held open for a period of ninety days from RFP opening date or until one of the proposals has been awarded by the District.
- D. **CLARIFICATIONS:** The District reserves the right to request clarification of information submitted and/or request related additional information or materials from the Proposal, to accurately evaluate the Proposal. Such information shall not materially change the original proposal response nor serve to allow the addition of new information that was not originally expressed or referenced.
- E. **OTHER CONTRACTS:** The District reserves the right to use other existing bids, contracts, or approved sources (i.e. State of Florida contracts) when determined to be in their best interest. The District also reserves the right to bid separately any item(s) and /or service(s) covered under this agreement if deemed to be in the best interest of the District at any time during the term of this agreement.
- F. **INDEMNIFICATION:** Successful bidder agrees to indemnify and save harmless the Leon County School District, its officers, agents and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the successful bidder (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the successful bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the successful bidder.
- G. **INSURANCE:**
1. The successful bidder agrees to maintain, in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000.00 with an Insurance company rated not lower than "A" and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Supplier and a copy thereof shall be delivered to the District before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

2. If this agreement involves construction to be performed by the Supplier, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000. and the Supplier shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$500,000. according to the same terms, provisions, conditions and requirements described in the first paragraph of this section. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.
 3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Supplier, the Supplier shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida State Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of \$100,000.00.
- H. TERMINATION:** Except as it relates to any warranty provision established by this agreement, and in addition to any and all rights by the parties in law or equity, the Successful Bidder may terminate this agreement at any time with thirty (30) days written notice to the District without penalty. The District may unilaterally terminate this agreement in writing at any time with thirty (30) days written notice to the Successful Bidder without penalty. In the event of termination, the Supplier (a) shall be responsible for the delivery of all equipment for orders received up to the date of termination, or (b) may mutually be canceled without penalty upon agreement by the parties. The District shall be responsible for payment of all goods, materials, and services ordered, received and accepted prior to termination. All warranty provisions as it relates to services/parts purchased during this agreement shall survive any termination between the parties regardless of cause and the supplier agrees to be obligated to continue to provide warranty repair service when and where needed as if no termination has occurred.
- I. GOVERNING LAW AND VENUE:** All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Leon County, Florida. Venue in federal court shall be in the United States District Court, Northern District of Florida, Tallahassee division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.
All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.
- J. NONDISCRIMINATION CONTACT INFORMATION:** No person shall on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, color, or disability be denied employment, receipt of services, access to or participation in school activities or programs if qualified to receive such services, or otherwise be discriminated against or placed in a hostile environment in any educational program or activity including those receiving Federal financial assistance, except as provided by law. Any employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact: Gwendolyn Graham, Equity and Title IX Compliance Officer, 2757 W. Pensacola Street, Tallahassee, FL 32304; (850)487-7129; grahamg@leon.k12.fl.us

IV. INSTRUCTIONS TO BIDDERS

- A. **INTENT**: The District will enter into a materials agreement with a supplier. This agreement will be for the specific Nortel® PBX system configuration as specified. The District has been purchasing and has standardized on Nortel® PBX equipment for many years. In an effort to maintain continuity of design the District wishes to continue this standard and as a result are issuing this RFP for Nortel® PBX equipment only.
- B. **E-RATE PROGRAM**: The District participates in the Universal Service Program, otherwise referred to as the E-Rate program created as part of the Federal Telecommunications Act of 1996, headed by the Schools and Libraries Division. This program is designed to ensure that all eligible schools and libraries in the United States have affordable access to modern telecommunications and information services. All or part of the services you provide under this contract may qualify for the E-Rate program.

Supplier must acquire or have acquired a “**Service Provider Information Number**” (**SPIN**) from the Schools and Libraries Division (SLD) of the Universal Service Administrative Company. For further information go to the SLD website: www.sl.universalservice.org

- C. **BIDDER QUALIFICATIONS**: Bidders may be required to furnish evidence in writing that they maintain a permanent place of business and have adequate equipment, finances and personnel to perform the services of this contract. Further, bidder may be required to provide proof that they are the authorized dealers and can provide necessary warranties, as appropriate, for the items they propose to furnish.
- D. **PRICING**: Bid prices as submitted shall be the net delivered price F.O.B. to the site as designated on the District purchase order.
- E. **PRICE ESCALATION / MARKET VOLATILITY**: The District is sensitive to the potential for price volatility in the marketplace. If pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is by circumstances that satisfy all of the following criteria the District will consider price increases AFTER the initial term of the contract ONLY:
1. The volatility is due to causes wholly beyond the vendor's control
 2. The volatility affects the marketplace or industry, not just the particular vendor's source of supply
 3. The effect on pricing or availability of supply is substantial
 4. The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship

Documentation of the price increase is required. The vendor should submit a letter requesting price escalation to the Purchasing Department, Attention: June Kail, no later than **April 15th** of the current contract term listing the items, the Bid no. as well as providing documentation from the manufacturer and/or published price sheets to support your request. Price changes, if approved, will go into effect no sooner than **July 1st** of the subsequent renewal period and must remain firm for the remainder of that renewal period. Failure to submit a request for price escalation by the deadline will result in all pricing remaining firm throughout the entire term of the contract. **Price escalation requests in excess of 10% of originally awarded pricing will not be considered.**

- F. **ORDERS**: The District will place orders on an as needed basis. **Quantities will be dictated by demand. No minimum order requirements may be imposed for the specified configuration or for any individual items on this contract.**
- G. **INDIVIDUAL ITEM ORDERS**: The District reserves the right to purchase the PBX system as configured in it's entirety, or to purchase any individual item as listed, whichever is in the best interest of the District. In this regard, the bidder must complete the “unit price” column for each line item as listed on the bid proposal form.
- H. **TERMS OF PAYMENT / INVOICING**: The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the purchase order number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

- I. **VENDOR SERVICE REPRESENTATIVE:** The bidder must submit with his bid proposal the name, address, phone number and fax number of the person(s) to be contacted for questions, the placement of an order and/or the coordination of services.
- J. **ITEM SUBSTITUTIONS & DISCONTINUATIONS:** Under no circumstances may a vendor substitute a different product for any item they were awarded from this bid, without prior approval from the purchasing department. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this bid, the vendor MUST provide an acceptable substitute item at a mutually agreeable negotiated price or risk being found in default. The vendor must file a written request with the purchasing department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.
- K. **PRODUCT REQUIREMENTS:** The District is interested in obtaining pricing on the specific Nortel solution as specified on the attached cost proposal form. This solution is a digital private branch exchange (PBX) for enterprises, delivering advanced applications and carrier-grade, five-nines reliability for traditional voice and Voice over IP (VoIP) communications. Expandable to 800 lines, the option supports desktop and system features of larger systems, including digital and IP telephones, IP Gateways, mobility (802.11) communications, voice messaging, call center, PC-based system management and multimedia applications.
- L. **OPTIONAL INSTALLATION:** The District reserves the right to request vendor installation of the Nortel PBX system as specified. The District is requesting a separate cost proposal for the specified system installed at select District sites on an as needed basis. Installation shall include, but not be limited to: Install/set, program any station telephone, test and train. Awarded contractor must meet with the designated District representative to receive installation instructions prior to proceeding with any installation.

V. QUESTIONNAIRE AND RESPONSE

- A. PROPOSAL REQUIREMENTS:** Bidders must submit **one (1) original and five (5) copies** of their completed proposal for this RFP. All proposals submitted in response to this RFP shall become the property of the District. Proposals should be sealed and mailed or hand delivered to: Leon County Schools, Purchasing Department, Attn: June Kail, 3397 West Tharpe St., Tallahassee, Florida, 32303.

Proposals should not be excessively long or submitted in an elaborate format that includes expensive binders or graphics. Each page of the proposal should state the name of the bidder, the RFP number, and the page number. The District may request additional data or material to support proposals.

If any director, officer, employee, agent or other representative of a bidder, including any other parties that may be involved in a joint venture or a consortium with the bidder, makes, from and after the date of issuance of this RFP, any representation or solicitation to any member of the School Board or any official, employee or agent of the District, with the exception of, June Kail, Director of Purchasing with respect to the bidder's response or any other bidder's response, the District shall be entitled to reject that respondent's proposal. A representation for the purposes of this requirement can be considered to be anything said or written to any school board member, official, employee or agent which provides information advancing the interests of a proposal.

- B. PROPOSAL ORGANIZATION:** Your proposal is to be organized and submitted in the exact format as listed below:

1. Bidder Acknowledgement form (Page 1 of these specifications).
2. Bid Identification Label affixed to your submittal (Page 2 of these specifications)
3. Occupational/Business Licenses (See page 4, item H)
4. Dispute Resolution Contact (See page 8, item GG)
5. Company profile sheet to include contact person, address, phone number, brief statement of interest and qualifications, years in business and a listing of current multi-year contracts of similar size and scope. Any additional company information that you feel is pertinent to the District's evaluation of your proposal
6. Cost Proposal Form (See pages 15-17)
7. Schools and Libraries Division Participation Certification (See page 18)
8. Statement of No Bid if applicable (See page 20).
9. Vendor Reference Form (See page 21)
10. Vendor Questionnaire (See page 22)
11. Drug Free Workplace Verification Form (See page 23).
12. Public Entity Crimes Statement (See pages 24-25)
13. Local Small Business consideration (See page 26)
14. Application for Vendor Status (See page 29)
15. Bid Submittal Requirements Checklist (See page 30)

- C. DOCUMENTATION:** Bidder must include in their proposal all documentation that will be used during the course of this agreement. Bidder in all cases shall be in a position to assure a timely completion of service to the District. Bidder will be asked to commit to an acceptable response and turn-around time as a performance parameter to this agreement. Bidder will be audited during the contract to confirm that performance commitments are being met.

- D. IMPLEMENTATION SCHEDULE:** The estimated schedule for selecting and awarding this contract::

Mailing/Posting of Request for Proposals	October 23, 2009
Submission of Questions by Proposers	November 17, 2009
Distribution of Responses to Questions	November 20, 2009
Opening of Proposals	December 2, 2009
(Proposals due no later than 10:00 A.M.)	
Evaluation of Proposals	December 2 - 17, 2009
Recommendation to School Board for Award	December 18, 2009
School Board Consideration Date	January 12, 2010
Contract Inception Date	July 1, 2010

LEON COUNTY SCHOOLS



BUILDING THE FUTURE TOGETHER

**RFP No. ER0274-2011 – NORTEL® PBX SYSTEMS – DISTRICT WIDE
 BID PROPOSAL FORM - Pages 15-17**
Vendor Acknowledgment and Approval

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature is required to be submitted with your bid in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Leon County for the purposes as proposed and as described herein. Please print below and sign where required.

Authorized Representative's Name/Title

Authorized Representative's Signature

Date

Company's Name

Telephone Number

FAX Number

Address

City

State

Zip Code

Area Representative

Telephone Number

FAX Number

Item No.	Part Number	Description	Quantity	Unit Price	Ext. Price
1	NTHU61AA	CS1000E CPPM 0L/0T SA Chassis	1		
2	NTAK20ADE5	Stratum 3 Clock Contr D/Board	1		
3	NTBK80BA	Ground Bar Assy Opt11	1		
4	NTDU22HA	MG1000E Chassis -R5	3		
5	NTDU23AC	MG 1000 Chassis Expander	4		
6	NTDW62AAE5	MGC DSP Daughterboard 32	3		
7	NTE906AB	1 Enh Analog Set License R5.5	250		
8	NTE906EB	1 Enh IP Set License R5.5	16		
9	NTE906JB	1 Enh DigtI Set License R5.5	100		
10	NTE980MA	All Sys 1-MUS Con License	25		
11	NTHU62AB	CPPM Cab/Chas Sign Svr R5.5	1		
12	NTSF6800	Tmdi Pkg (1.5MB Dti/Pri)	2		
13	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	8		

14	NTTL04EA	TM Sets Expansions(50)	2		
15	NTTL04FA	TM Sets Expansions(250)	1		
16	NTTL51DCE6	TM 3.2 Svr Lic 50Set USB Dong	1		
17	NTE900ME	CS1000E CPPM SA SYS SW R5.5	1		
18	NTE95006	SW Pkg 57-BARS-BASIC Alternate	1		
19	NTRB18DAE5	MGATE DS30 RJ45, CALLPILOT 32	1		
20	NTRH9236E6	SLR75 Tape Drive	1		
21	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	1		
22	NTZE07EA	CP(F) Voice Channels 2 Add	3		
23	NTZE11HA	CP Desktop Messaging 20 Users	1		
24	NTZE19DA	Multimedia Mailbox /Voice-150	1		
25	NTZE39AB	CP_M1 CS1000M E S/W Integrtn	1		
26	NTZE4001	Callpilot New Sys (NO Charge)	1		
27	NTZE67ABE5	CP 5.0 600r v2 Base System Pkg	1		
28	NTRB21AA	T-1 Multipurpose Digital Interface	1		
29	NTAK20AD	Clock Controller	1		
30	NTBK04AA	1.544 MBYTE Carrier Cable	1		
31	NT8D02	Digital Line Card	1		
31	NT8D09	Analog Line Card	1		
32	NTDK84AA	Fiber Expansion Daughterboard	1		
33	<p>Grand Total Nortel®PBX System as specified: <u>Drop ship/Equipment only:</u> \$ _____</p>				
34	INSTALLED PRICING	TOTAL PRICE FOR ACQUISITION AND INSTALLATION (AS PER MANUFACTURER SPECIFICATIONS) OF ONE (1) COMPLETE PBX SYSTEM AS SPECIFIED	\$ _____		

35	LABOR ONLY	HOURLY LABOR RATE FOR ADDITIONAL VENDOR SERVICES AS NECESSARY	\$ _____/Hour _____
36	MATERIALS	% DISCOUNT OFF OF NORTEL'S RETAIL LIST PRICE	_____ %

***** Bids Proposal must include all system documentation.**

ADDENDA ACKNOWLEDGMENT: The undersigned also acknowledges the receipt of the following Addenda:

ADDENDUM NO. _____ **DATED** _____ **ADDENDUM NO.** _____ **DATED** _____
ADDENDUM NO. _____ **DATED** _____ **ADDENDUM NO.** _____ **DATED** _____

SCHOOLS AND LIBRARIES DIVISION E-RATE PARTICIPANT WITH LEON COUNTY SCHOOL BOARD

On May 7, 1997, the Federal Communications Commission (FCC) adopted a Universal Service implementing the Telecommunications Act of 1996. The Order ensures that all eligible schools and libraries have affordable access to modern telecommunications and information services. Up to \$2.25 billion annually is available to provide eligible schools and libraries with discounts, often referred to as the "E-Rate" for authorized services, beginning January 1, 1998.

Your signature below indicates that your company will participate in the E-Rate program with the Leon County School Board following the regulations set forth by the Schools and Libraries Division (SLD). Information regarding the E-Rate program is available from the following web site: <http://www.sl.universalservice.org>

The company, by affixing this signature agrees to follow the regulations set forth by the Schools and Libraries Division.

Company Name

Address

City, State, Zip

Telephone

FAX

E-mail

Federal Employer Identification Number (FEIN)

Service Provider Information Number (SPIN)

Signature of Owner of Authorized Officer/Agent

Printed Name/Title

Sample Contract for E-Rate Eligible Products or Services

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, in the City of Tallahassee, Leon County, State of Florida, between: _____, located at _____ hereinafter referred to as the "**Contractor**" and the **School Board of Leon County**, hereinafter referred to as the "**Board**".

WITNESSETH:

WHEREAS, Board intends to purchase the products and/or services as described in detail in **RFP No. ER0274-2011 - Nortel® PBX Systems District Wide** during the period beginning **July 1, 2010 and ending June 30, 2012**, and may, by mutual agreement, be renewed for three (3) additional one (1) year periods.

WHEREAS, the **Contractor** is prepared to deliver the products and/or services described in detail in the above referenced agreement for the contract period stated above.

WHEREAS, the **Contractor** is "red lighted" by the Schools & Library Division at any time during the term of this agreement, the **Contractor** agrees to continue to invoice the Board for only the Board's portion of the E-rate discounted pricing for the duration of the contract period stated above.

NOW, THEREFORE, the Board and the Contractor, for and in consideration of the covenants herein, do hereby agree as follows:

This agreement of the **Board's** purchase order(s), and any subsequent purchase orders referencing this agreement number, will serve as an official contract for this bid. By referencing this RFP No., the **Board's** purchase order(s) incorporates, as part of the contract, all the terms, general and special conditions and specifications contained in the original agreement referenced above and any subsequent addenda issued to the original agreement, as well as any exceptions taken by the **Contractor** in its response to this agreement which were accepted by the **Board**. This contract or the **Board's** purchase order(s), and any subsequent purchase orders referencing this agreement number, represent the entire agreement between the parties.

By commencing performance under the **Board's** purchase order(s), the **Contractor** acknowledges acceptance of the terms, conditions and specifications of the agreement without exception and agrees to be bound by the same. Failure to comply with any of these terms, conditions and specifications will constitute a breach of contract on the part of the **Contractor**.

AUTHORIZATIONS:

SCHOOL BOARD OF LEON COUNTY (Board)

By: _____
Board Chair

Date

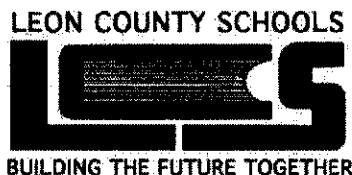
Typed Name of Above

(Contractor)

By: _____
Signature

Date

Typed Name/Title of Above



STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Purchasing Department, Leon County Schools, 3397 W. Tharpe Street, Tallahassee, Florida, 32303. (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Leon County.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your RFP No. ER0274-2011 - Nortel® PBX Systems District Wide.

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to the invitation to bid.

_____ Remove our name from this bid list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet bond requirements.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____

THE LEON COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
3397 West Tharpe Street
TALLAHASSEE, FLORIDA 32303
RFP No. ER0274-2011 – Nortek® PBX Systems – District Wide
VENDOR REFERENCE FORM

Please provide all requested information for each reference.

Company Name:

Business Type:

Contact Person:

Telephone:

Email:

Date Last Supplied Products or Services:

Company Name:

Business Type:

Contact Person:

Telephone:

Email:

Date Last Supplied Products or Services:

Company Name:

Business Type:

Contact Person:

Telephone:

Email:

Date Last Supplied Products or Services:

**THE LEON COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
3397 WEST THARPE STREET
TALLAHASSEE, FLORIDA 32303
RFP No. ER0274-2011 – Nortel® PBX Systems – District Wide
VENDOR QUESTIONNAIRE**

Please provide written responses to the following questions. If the answer to any of the questions is 'Yes', Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

Has Vendor been declared in default of any contract?

☐ Yes ☐ No

Has Vendor forfeited any payment of performance bond issued by a surety company on any contract?

☐ Yes ☐ No

Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?

☐ Yes ☐ No

Within the past three years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

☐ Yes ☐ No

Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability?

☐ Yes ☐ No

Is Vendor currently involved in any state of a fact finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?

☐ Yes ☐ No

Within the next year, does Vendor plan any personnel reductions? If so, explain by attachment.

☐ Yes ☐ No

Within the next year, does Vendor plan any divestments? If so, explain by attachment.

☐ Yes ☐ No

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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, and 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 subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees 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 this section.

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

Vendor's Signature _____

**SWORN STATEMENT PURSUANT TO
SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to The School Board of Leon County, Florida

by _____
(print individual's name and title)

for _____
(print 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: _____)

2. 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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. 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 thirty-six (36) months shall be considered an affiliate.
 - c. 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.

5. The statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies).

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDER YEAR IN WHICH IT IS FILED.

I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ for

STATE OF FLORIDA
COUNTY OF LEON

Sworn to or affirmed and signed before me on this _____ day of _____.

NOTARY PUBLIC – STATE OF FLORIDA

Print, type, or stamp commissioned name of notary.

Type of identification
produced _____

LOCAL SMALL BUSINESS PROGRAM

The LCSB has determined that funds generated in the community should, to the greatest extent possible, be placed back into the local economy. Therefore, the LCSB has determined that it is in the best interest of LCSB and the community to give a preference to Local Small Business Enterprises (LSBE) in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value or other documented benefits of the proposals received in relation to such expenditures.

In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, LSBE shall be assigned an additional 5% of the total evaluation points, provided the LSBE is certified and located within the local market area at least 6 months prior to the date upon which a request for sealed bids or proposals is issued.

Check if you are requesting consideration as a certified LSBE: | Yes or | No

Contract award will be conditioned on meeting the requirements of this section. The Leon County School Board requires the following:

1. Submission by the proposer of the completed "Tabulation of Subcontractors" form with the proposal; (when applicable)
2. The names and phone numbers of all Subcontractors. Clearly designated which Subcontractors are a qualified LSBE that will participate in the contract;
3. A description of the Work and/or Materials that each qualified LSBE will perform or supply;
4. The dollar amount or percentage of the Work and/or Materials that each qualified LSBE will provide on the project;
5. If the actual participation of qualified LSBE in the apparently successful proposal is not maximized, as determined by the Small Business Development Office, such proposer shall submit documentation of all Good Faith Efforts (successful and unsuccessful) that were engaged in, prior to proposal submission, to maximize the use of qualified LSBE on this project. Efforts undertaken after bid submissions are not relevant to the decision to award.

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

Vendor's Signature _____

INDEMNIFICATION AND INSURANCE

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **RFP No. ER0274-2011 - Nortel® PBX Sytems - District Wide.**

INDEMNIFICATION

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

INSURANCE

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

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operation of the Vendor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.
"The School Board of Leon County, Florida" must be listed as additional insured on all liability coverages except Workers' Compensation.

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

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

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

Or

b. with respect only to the Workers' Compensation insurance, the company must be:

1. authorized as a group self-insurer pursuant to Florida Statutes or
2. authorized as a commercial self-insurance fund pursuant to Florida Statutes

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

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

Unless otherwise notified, the certificate of insurance must be delivered to the following address:

**Leon County Public Schools
Risk Management
2757 West Pensacola Street
Tallahassee, Florida 32304**

The name and address of Leon County Public Schools, as shown directly above, must be listed as Certificate Holder on the Certificate of Insurance as well as clearly noted as "Additional Insured".

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions and/or inquiries should be directed to Janet Maxwell at (850) 487-7113.

APPLICATION FOR VENDOR STATUS

(IRS W-9 Facsimile)

COMPANY NAME: (30 characters) _____

CONTACT PERSON: (20 characters) _____

PHONE NUMBER: ____/____-____ FAX: ____/____-____

CORRESPONDENCE:

ADDRESS: (24 characters) _____

CITY: (18 characters) _____ STATE: (2 characters) __

ZIP + 4: (9 characters) _____
(EXTRA 4 DIGIT EXTENSION REQUIRED)

REMITTANCE:

ADDRESS: (24 characters) _____

CITY: (18 characters) _____ STATE: (2 characters) __

ZIP + 4 (9 characters) _____
(EXTRA 4 DIGIT EXTENSION REQUIRED)

PLEASE CHECK APPROPRIATE BOX: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Partnership
☐ Other _____

PLEASE INDICATE THE FOLLOWING:

**If yes, certification
required – (Please
submit with form)*

*Minority Vendor? ☐ Yes ☐ No Male: ____ Female: ____ Type: White: ____ Hispanic: ____
African American: ____ Asian: ____ American Indian: ____ Other: ____

TAX IDENTIFICATION NUMBER: ____ - ____ - ____
Federal Employer Identification Number OR ____ - ____ - ____
Social Security Number

Internal Revenue Service regulations required that vendors must furnish their nine digits Taxpayer Identification Number (TIN). Purchase orders will not be issued to vendors who fail to provide a TIN.

CHECK THE FOLLOWING AS APPROPRIATE:

Business is incorporated or Federal, State or Local Governmental Entity ☐ Yes ☐ No

Supplier, Provider, Physician of medical or health care services ☐ Yes ☐ No
(incl. medical, health, accident and sickness insurers)

By: _____
SIGNATURE PRINTED NAME* DATE

* If TIN used is Social Security Number, Printed Name must be shown on Social Security Card.

LEON COUNTY SCHOOL BOARD USE ONLY

Assigned Vendor Number

Approved By

Entered By

BID SUBMITTAL REQUIREMENTS/ CHECKLIST: To help ensure that you include all the submittals necessary to complete a thorough evaluation of your proposal, we suggest that you use this checklist as a reminder. Please include this checklist along with your response. Items checked "Required" must be submitted with your response or your proposal will be declared non-responsive.

Verified	Required	Description of Submittal	Included
	<input checked="" type="checkbox"/>	ITB – Bidder Acknowledgement Form – page 1	
		Bidder Identification Label (affixed to submittal) – page 2	
	<input checked="" type="checkbox"/>	Occupational Licenses – page 4, item H	
	<input checked="" type="checkbox"/>	Dispute Resolution Contact – page 8, item GG	
	<input checked="" type="checkbox"/>	Company profile sheet to include contact person, address, phone number, brief statement of interest and qualifications, years in business, number of employees, number of technicians and a listing of current multi-year contracts of similar size and scope. Any additional company information that you feel is pertinent to the District's evaluation of your proposal	
	<input checked="" type="checkbox"/>	Cost Proposal Form – pages 15- 17	
	<input checked="" type="checkbox"/>	Schools and Libraries E-Rate Participation Form – page 18	
	<input checked="" type="checkbox"/>	Reference Form – page 21	
	<input checked="" type="checkbox"/>	Vendor Questionnaire – page 22	
	<input checked="" type="checkbox"/>	Drug Free Workplace Certification – page 23	
	<input checked="" type="checkbox"/>	Public Entity Crime Statement – pages 24-25	
	<input checked="" type="checkbox"/>	Local Small Business Certification – page 26	
	<input checked="" type="checkbox"/>	Application for Vendor Status – page 29	
		Bid Submittal Requirements Checklist	