

THE LEON COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
3397 WEST THARPE ST.
TALLAHASSEE, FLORIDA 32303

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:
December 8, 2014

PURCHASING CONTACT:
Nancy Scott (850) 488-1206
scottn@leonschools.net

BID TITLE:
Avaya® Phone Systems District Wide

BID NUMBER:
5302-2015

BID OPENING DATE & TIME:

January 13, 2015 @ 2:00 P.M. EST

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

The School District of Leon County, Florida, solicits your company to submit a bid 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. Bids 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 bids must have an authorized signature in the space provided below. All bids 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 bids must reference the "Bid Title," "Bid Number" and the "Bid Opening Date & Time." The School District is not responsible for lost or late delivery of Bids by the U.S. Postal Service or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.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 BID. BIDS 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 _____

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 8:00 a.m. - 5:00 p.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	
Bid Title:	Avaya® Phone Systems District Wide		
Bid No.:	5302-2015		
Bids Due:	January 13, 2015 @ 2:00 p.m. EST		
From:	_____		
Address:	_____		

Deliver To:	Leon County Schools Purchasing Department 3397 West Tharpe Street Tallahassee, Florida 32303		
Sealed Bid – DO NOT OPEN		Sealed Bid – DO NOT OPEN	

I. INTRODUCTION & GENERAL INFORMATION

The purpose and intent of this Invitation to Bid (ITB) is to secure firm pricing and identify a qualified vendor who is a manufacturer authorized/certified dealer, for the purchase of Avaya® phone system equipment as specified on an as needed basis district wide. Awarded contractor(s) may be required to provide installation, however the District reserves the right to self perform installation services.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" as used within this Invitation to Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein.

A. GENERAL: Upon a Bid award, the terms and conditions of this Bid 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. JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT: All bidders submitting a response to this ITB agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so. This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

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 ITB. The Board reserves the right to make multiple awards based on the lowest composite equipment only bid and the lowest equipment and installation bid received from a responsive and responsible bidder. Bidders are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this ITB shall conform to applicable School Board Rules, State Board Rules, and State of Florida Statutes.

Once bids are evaluated, the Purchasing Department will post a Notice of Intent to Award by electronic posting at <http://www.oleon.k12.fl.us/public/business/purchasing/Current%20News.htm> on or about **January 16, 2015** for a period of 72 hours or three business days, whichever is later. Failure to file a protest within the time prescribed in §120.57 Fla. Stat. shall constitute a waiver of proceedings

It is anticipated that a recommendation for award will be presented to the School Board for consideration at its **January 27, 2015** meeting.

D. TERM: The initial term of this contract will be after the date of the School Board approval, on or about **January 28, 2015 – June 30, 2017**, 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 one (1) year and, if needed, ninety (90) days beyond the expiration date of the current contract period. The contractor will complete delivery and the Board will receive delivery on any orders placed prior to the date of contract expiration. All prices shall be firm for the term of the contract. The successful vendor(s) agree to this condition by signing its bid.

E. BID OPENING AND FORM: Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

F. PUBLIC RECORDS LAW: Pursuant to Florida Statutes Chapter 119.071(1), proposals received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award,

whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Proposers in response to this ITB will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its proposal is exempt or confidential from disclosure under Florida's public records, the burden shall be on the Proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain.

- G. **EXEMPT FROM THIS BID:** Purchases shall not include items available at lower prices on established Florida state contracts, cooperative bid agreements which are awarded by other Florida school boards, city, county, or other local governmental agencies, Florida community colleges, U.S. Communities contracts, GSA contracts and State University System contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.
- H. **BIDDER'S RESPONSIBILITY:** Before submitting their Bid, each bidder is required to carefully examine the ITB 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 bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this ITB.
- I. **OCCUPATIONAL LICENSE:** The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every contractor submitting a bid on this invitation for bids shall include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.
- J. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this ITB 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.
- 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. **QUANTITIES:** Quantities listed in the bid are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities, which will be purchased from this bid. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.
- M. **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.
- N. **PURCHASING CARDS:** The School District of Leon County may choose to use a "Purchasing Card" for ordering of goods and materials or payment of invoices under this contract. The Vendor, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract, if already awarded. No third party payment, i.e. Pay pal will be considered
- O. **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.
- P. **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.
- Q. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this ITB. 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 Bid or the Bid 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.

- R. **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 Bid 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 Bid terms and conditions.
- S. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School Board, 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 Board. **The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board. The Bidder will, at the request of the School District, supply certificates evidencing such coverage and listing the Leon County School Board as "Additional Insured" on said policies.**
- T. **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.
- U. **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 the rules and regulations promulgated there under. 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.**
- V. **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.
- W. **PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School Board, 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.
- X. **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 Board and/or is an employee of the School Board and owns, directly or indirectly, an interest of five % or more of the company.
- Y. **TERMINATION FOR DEFAULT:** The Director of Purchasing shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.
- Z. **TERMINATION/CANCELLATION OF CONTRACT:** The School Board reserves the right to cancel the contract without cause with a minimum 30 (thirty) days written notice. Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract. Termination or cancellation of the

contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract. The bidder may cancel the resulting contract with 30 (thirty) days **written** notice to the Director of Purchasing. Failure to provide proper notice may result in the bidder being barred from future business with the School District.

- AA. TERMINATION FOR CONVENIENCE:** The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the bidder of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to bidder. Bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.
- BB. DRUG-FREE WORKPLACE:** Whenever two or more Bids are equal with respect to price, quality, and service, a Bid 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.
- CC. 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 Title 45, Code of Federal Regulations, Part 92.36 (l) (10), and Title 34, Section 80.36(i), 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.
- DD. WEAPONS AND FIREARMS:** The Board prohibits any contractor from possessing, storing, making, or using a weapon, including a concealed weapon, on Board property and any setting that is under the control and supervision of the Board as specified in Board Policy 7217. Violations will be subject to the immediate termination of the contract.

- EE. **LEVEL 2 SCREENING REQUIREMENTS:** The following provisions which implement the requirements of Board Policy 8475, Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as additional terms and conditions of the contract:

Finger Printing and Background Check:

The vendor/contractor agrees to comply with all requirements of Board Policy 8475 and Florida Statute Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 by certifying that any/all employees have completed the mandatory background screenings as required by the referenced policy and statutes and shall provide the School Board with proof of compliance. These certifications will be provided to the Leon County School Board, Safety & Security Department in advance of the vendor/contractor providing any/all services as required herein. The vendor/contractor will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and or the District to maintain the fingerprints provided with respect to vendor/contractor and its employees. Contractor agrees to indemnify and hold harmless the School Board, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Contractor's failure to comply with the requirements of these cited policies and statutes. The vendor/contractor will follow procedures for obtaining employees background screening as established by the Leon County School Board, Safety & Security Department.

Where: Leon County School Board –Safety & Security Department

2757 W. Pensacola St.

Tallahassee, Florida 32304

When: Monday-Friday

8:00 a.m. – 5:00 p.m.

Point of Contact: Donald Kimbler @ 850-487-7293

LCSB Policy 8475 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.

- FF. **RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES:** If contractor has a Level II clearance registered with another Florida school district, they may be able to obtain a Leon County School Board vendor i.d. badge. Contractor should check with the Safety & Security Department Fingerprint Services office to verify clearance and obtain a vendor i.d. badge.
- GG. **CONTACT WITH STUDENTS:** No employees or independent contractors, material men, suppliers or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.
- HH. **SAMPLES AND 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 expect to receive as a minimum. Bidders offering equivalents or superior products to the brand/model specified will be considered. The School District reserves the right to determine the acceptability of any alternatives offered.
- II. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, availability and responsiveness. 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 bid in its entirety or in part, and to waive minor irregularities if the bid 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.
- JJ. **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 ITB 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 Bid. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB 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 Bid. Therefore oral statements given before the bid 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 made available at least five workdays prior to the opening date at <http://wwwold.leon.k12.fl.us/public/business/purchasing/Current%20News.htm>. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.

- KK. 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**

- LL. PROTESTING BID SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this Bid or any Addenda thereto, shall file a written notice of protest within 72 hours after receipt of the Bid 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 or 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 or to file a formal written 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 6320.02.

- MM. PROTESTS TO CONTRACT AWARD:** The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the Purchasing Department's website <http://wwwold.leon.k12.fl.us/public/business/purchasing/Current%20News.htm>. 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 ITB, 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 "the 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 consistent with F.A.C. Rule 28-110.005(2), and Board Policy 6320.02. 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. **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 6320.02.**

- NN. CONTACT:** All questions for additional information regarding this ITB 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: scott@leonschools.net no later than **December 17, 2014**. Answers will be posted at wwwold.leon.k12.fl.us/public/business/purchasing/Current%20new.htm no later than **December 18, 2014**.

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 bid.

- OO. **BID PREPARATION COSTS:** Neither the Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- PP. **TERMS OF AGREEMENT:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

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 Invitation to Bid and the Bidder's response thereto. Any alternative agreement form or document required by Bidder shall be attached with their response hereto. The Board reserves the right to reject any terms or conditions in conflict with those set by this ITB or negotiate mutually acceptable terms or conditions, as it deems appropriate.
- B. **FIRM OFFER:** Any bid may be withdrawn until the date and time set for the opening of the bids. Any bid not so withdrawn shall constitute an irrevocable offer to provide the Board the services/products set forth in this ITB. Such offer shall be held open for a period of sixty days from ITB opening date or until one of the bids has been awarded by the District.
- C. **RESERVATION FOR REJECTION OR AWARD:** The Board reserves the right to reject any or all bids, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to award on an individual item basis, any combination of items, total low bid or, if an alternate bid is accepted, on such terms as are specified for the alternate bid, whichever manner is in the best interest of the Board.
- D. **CLARIFICATIONS:** The District reserves the right to request clarification of information submitted and/or request related additional information or materials from the Bidder, to accurately evaluate the bid. Such information shall not materially change the original bid response nor serve to allow the addition of new information that was not originally expressed or referenced.
- E. **COMPLIANCE WITH STATE/FEDERAL REGULATIONS:** All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the Director of Purchasing, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

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

- F. **SBDO PROGRAM:** The Board established the Small Business Development Office to support innovative race and gender neutral strategies to promote qualified small business participation as specified in Board Policy 6325.
- G. **LOCAL PREFERENCE:** This ITB is subject to the local preference provisions as specified in Board Policy 6450.
- H. **FLORIDA PREFERENCE:** This ITB is subject to §284.084 Florida Statutes, which requires, among other things, the following: "A vendor, whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." Any vendor, regardless of whether its principal place of business is located inside or outside of this state, who submits any written bid, proposal or reply documents is responsible for understanding and complying with the requirements of §284.084 Florida Statutes.
- I. **MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford the Board the most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current state of Florida contract contains more favorable pricing

for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the state of Florida contract. Should the contractor decline, LCSB reserves the right to purchase the item(s) from the state of Florida contract.

- J. 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 other without penalty. The Board may unilaterally terminate this agreement with thirty (30) days written notice to Contractor without penalty at any time. In the event of termination, the Contractor (a.) shall be responsible for the delivery of all products and services 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.
- K. 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 there from, 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.
- L. NONDISCRIMINATION CONTACT INFORMATION:** No person shall on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, 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 Dr. Kathleen Rodgers, Equity & Title IX Compliance Officer, 2757 W. Pensacola Street, Tallahassee, FL 32304; (850) 487-7129; rodgersk@leonschools.net.
- M. CHARTER SCHOOLS:** Items or services awarded under this contract shall be made available to Charter Schools approved by the School Board of Leon County. The Board is not responsible or liable for purchases that may be made by Charter Schools.
- N. COMPLIANCE WITH SCHOOL CODE:** Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists and further as it may be amended from time to time. Further, Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.
- O. PRICE ESCALATION:** In the event of unforeseen circumstances that directly impact the pricing and/or servicing of this contract, the District reserves the right to negotiate the established bid price with the contractor at any time during the duration of this contract after completion of the initial contract term. Price negotiations will be at the sole discretion of the District.

The District may consider pricing increases of the bid item(s) if the following conditions occur:

1. There is a verifiable price increase of the bid item(s) to the contract supplier.
2. The contractor submits to the District, in writing, notification of price increases.
3. The price increase shall be comparable to documented manufacturers' or distributors' price changes or changes in industry related indices.
4. The contractor shall submit the above information to the Director of Purchasing thirty (30) calendar days prior to the effective date of the price increase. Requests for price increases may only be made after the first term of the contract.

When the contractor complies with the abovementioned conditions, the Director of Purchasing will review the information to determine if it is in the best interest of the District to adjust the pricing on the products bid, in conjunction with the contractor's effective date of price increase. The District reserves the right to deny any requests for price increases. The contractor must

receive written notification from the Director of Purchasing that the District is in acceptance of the new prices before processing any orders with the new costs.

P. SCHOOL BOARD RIGHTS: The Board reserves the right to:

1. Reject any and all offers received as a result of the ITB and to re-bid the services if it is in the best interest of the Board.
2. Disqualify a bidder from receiving the award if such bidder, or anyone in the bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Seek clarification of information submitted and to waive minor irregularities in any proposal.
4. Accept and utilize any and all ideas submitted in any proposal.
5. Negotiate further with any bidder responding to this ITB if it will best serve the interest of the Board.
6. Re-negotiate terms and conditions of this ITB due to regulatory changes or other factors that may impact this contract.

Subsequent to establishing a contract resulting from this ITB, if the Board determines that additional features, service, modifications, or deletions are needed and it is in the Board's best interest, the Board may enter into negotiations with the contractor to amend the contract.

**THIS DOCUMENT IS CONTINUED ON THE NEXT PAGE
THE REMAINDER OF THIS PAGE IS DELIBERATELY LEFT BLANK**

IV. INSTRUCTION TO BIDDERS

- A. INTENT:** The District will enter into a materials agreement with a supplier(s). This agreement will be for the Avaya® phone system configuration as specified. The District has been purchasing and has standardized on Avaya® equipment for many years and in an effort to maintain continuity of design the District wishes to continue this standard and as a result is issuing this ITB for Avaya® equipment only.
- B. 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.
- C. 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
- D. PRODUCT REQUIREMENTS:** The District is interested in obtaining pricing on the Avaya® IP Office 500 system as specified on the attached cost proposal form. IP Office is a modular communications solution that scales from 2 to 384 extensions on a single platform. IP Office supports up to 32 sites and 1000 users in a multi-site network with resilient and redundant capability. It provides a hybrid PBX with both Time Division Multiplexing (TDM) and IP telephone and trunk support that can be used in either mod or both concurrently. IP Office has data capabilities built in, providing IP routing, switching and firewall protection between LAN and WAN (LAN2). IP Office has a web based applications suite that delivers contact center reporting, voice and email messaging, Interactive Voice Response, conferencing and computer telephony integration.
- It is expected that all equipment received will be new & unused. All Avaya® software received must be the most current version released by Avaya®, which at the writing of this bid is release 9.0.
- E. DOCUMENTATION:** Bid proposal must include a copy of all system documentation.
- F. PRICING:** Bid prices as submitted shall be the net delivered price F.O.B. destination to the site designated on the District purchase order.
- G. 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.**
- H. INDIVIDUAL ITEM ORDERS:** The District reserves the right to purchase the Avaya® IP Office 500 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.
- I. OPTIONAL INSTALLATION:** The District reserves the right to request vendor installation of the Avaya® IP Office 500 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
- J. WARRANTY:** Bidders shall provide a copy of the manufacturer's standard warranty along with a complete explanation of the warranty upon acceptance of bid award. The standard warranty shall cover a minimum of two (2) years. Warranty shall include a service response time of thirty-six (36) hours maximum after notification by the District. The manufacturer's standard warranty shall apply from the date of equipment installation and acceptance by the District.
- K. PRODUCT ADDITION/DELETIONS:** The Board is sensitive to the changing nature of technology and reserves the right to add additional products and/or delete products though obsolescence as it deems in its best interest. Additional products will be added at the sole discretion of the Board and mutually agreeable pricing will be negotiated with the awarded contractor(s).
- 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. SMOKING AND TOBACCO PRODUCTS:** Smoking and the use of tobacco products are prohibited on school property, including all buildings and grounds. A fine of \$500.00 may be assessed for the first offense and termination of the Agreement may be imposed for any second or additional offense.
- N. IDENTIFICATION:** All personnel employed by the vendor, including any subcontractor and subcontractor's employees when applicable, shall display at all times an identification badge which shall include the employee's name, the employer's name and either a physical description or a photograph of the employee. Employees without proper identification shall not be permitted to work under the terms of this Agreement.
- O. DAMAGE TO DISTRICT OWNED PROPERTY:** Any damage to property, equipment, grounds, buildings, etc. that is caused by the awarded contractor will be reported to the District within twenty-four (24) hours of discovery. The awarded contractor will have ten (10) working days after report to present its written response to the claimed damages. The awarded contractor, upon approval by an authorized District representative, may make repairs that are deemed within its capability. The District reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to the District's operations. Costs of any replacement or repairs made by the District for damages caused by the awarded contractor shall be deducted from any monies due to the contractor. **This shall not prevent the District from seeking damages should replacement/repair costs exceed the amount of monies owed to the awarded contractor.**
- P. ATTIRE:** Proper attire shall be worn at all times.
1. Shirts shall be worn while on school property at all times. (No tank tops or undershirts will be permitted).
 2. Clothing displaying nudity, obscene language, obscene symbols or pro-drug slogans is prohibited.
 3. Proper shoes to insure the individual's safety shall be worn at all times.
- Q. FRATERNIZATION:** The vendor's employees, subcontractors and its employees, and any other personnel, including material suppliers engaged in any activities encompassed by this Agreement are strictly forbidden from participating in any manner and form of interaction with the students of Leon County Public Schools. Violation of this provision may result in removal of the individual(s) involved from the school site, the project, and further, the vendor may be prohibited from employing the individual in any future work with the District.

All questions pertaining to these general specifications should be submitted in writing to:

Nancy Scott, Purchasing Agent II
3397 W. Tharpe St., Tallahassee, Florida, 32304
850-488-1206 scottn@leonschools.net



Bid Proposal Form

Bid No. 5302-2015 – Avaya® Phone Systems District Wide

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 and sign below 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 #	Part Number	Description	Quantity	Unit Price	Ext. Price
1.		Avaya IPO 500V2 Control Unit	1		
2.		Avaya SD RLS 9 IPO 500V2 System SD Card MU-Law	1		
3.		Avaya IPO Rack Mount Kit	10		
4.		Power Cord/Power lead	1		
5.		Avaya IPO R9.0 Essential Edition License	1		
6.	700504032	Avaya IPO 500 MC VCM 64 with License	1		
7.		Avaya IPO Endpoint RFA20 license	2		
8.	700449473	Avaya IPO 500 Trunk 16 EXP Mod	1		
9.	275671	Avaya R9 Essentail ED Add 2CH ADI License	1		
10.	700426216	Avaya IPO 500 Digital Station DS30 mod	5		
11.		Avaya 9508 Digital Phone	10		
12.		Avaya 1408 Digital Phone Icon	20		
13.		Avaya 1403 Digital Phone	66		
14.		9608g gigabit	5		
15.		Avaya IPO R8.0 UC Module C110	1		
16.		Avaya IP500V2 Combo Card ATM Version 2	2		
17.	275642	Avaya IPO R9 IP500 VCE NTWK 4	1		
18.	Grand Total AVAYA® IP OFFICE 500 System as specified: Drop ship / Equipment only.			_____	

19.	INSTALLED PRICING	Total price for acquisition & installation (as per manufacturer specifications) of one (1) complete Avaya® IP Office 500 system as specified	_____
20.	LABOR ONLY	Hourly labor rate for additional vendor services as necessary	_____
21.	MATERIALS	% Discount off of Avaya's® retail list price	_____

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

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

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

CONFLICT OF INTEREST CERTIFICATE

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the Leon County School District requiring the goods or services described in these specifications has a material financial interest in this company.

_____	_____
<i>Signature</i>	<i>Company Name</i>
_____	_____
<i>Name of Official (Type or print)</i>	<i>Business Address</i>

	<i>City, State, Zip Code</i>

SECTION II

I hereby certify that the following named Leon County School District official(s) and employee(s) having material financial interest(s) (in excess of 5 %) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 315 South Calhoun Street, Tallahassee, Leon County, FL prior to bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____

_____	_____
<i>Signature</i>	<i>Company Name</i>
_____	_____
<i>Name of Official (Type or print)</i>	<i>Business Address</i>

	<i>City, State, Zip Code</i>



SUPERINTENDENT
Jackie Pons

BOARD CHAIRMAN
Maggie B. Lewis-Butler

LEON COUNTY SCHOOLS
2757 West Pensacola Street – Tallahassee, FL 32304-2998

FAX FORM TO: (850) 487-7869

BOARD VICE-CHAIR.
Dee Dee Rasmussen

BOARD MEMBERS
Dee Crumpler
Georgia "Joy" Bowen
Alva Striplin

APPLICATION FOR VENDOR STATUS
(IRS W-9 Facsimile)

NEW VENDOR
UPDATE

COMPANY NAME: _____

CONTACT PERSON: _____

PHONE NUMBER: (____) _____

FAX NUMBER: (____) _____

CORRESPONDENCE:

ADDRESS: _____

CITY: _____ **STATE:** _____

ZIP + 4: _____ - _____

REMITTANCE: NAME (if different than above): _____

ADDRESS: _____

CITY: _____ **STATE:** _____

ZIP + 4: _____ - _____

WEBSITE: _____

EMAIL ADDRESS: _____

PLEASE CHECK APPROPRIATE BOX: Individual/Sole Proprietor S Corporation C Corporation
 Partnership Other _____
 LLC – Type (Check one) C D P

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

Section 6109 of the Internal Revenue Service Code requires you to provide your correct TIN to persons, businesses, or agencies that are required to file information returns with the IRS. Purchase orders will not be issued to vendors who fail to provide a TIN.

PLEASE INDICATE THE FOLLOWING: *Minority Vendor? Yes No Male Female
Race: White: Hispanic: African American:
Asian: American Indian: Other: _____

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

By: _____ **SIGNATURE** _____ **PRINTED NAME** _____ **DATE** _____

LCSB site contact requesting vendor: _____ **NAME** _____ **PHONE/EMAIL** _____

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

**CUSTOMER REFERENCE FORM
Bid No. 5302-2015 – Avaya® Phone Systems District Wide**

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**

VENDOR QUESTIONNAIRE

Bid No. 5302-2015 – Avaya® Phone Systems District Wide

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 there under?

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 employee s 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 occur ring 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 _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -LOWER TIER COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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.

Organization Name

PR/Award Number or Project Name

Name(s) of Authorized Representative(s)

Title(s) of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR CERTIFICATION OF DEBARMENT

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
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 whom 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 form 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 form that it will include this 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 Nonprocurement 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.



**SWORN STATEMENT – NEW CONTRACTS
SWORN STATEMENT PURSUANT TO SECTION 1012.465,
FLORIDA STATUTES AS AMENDED BY
HB 1877, THE JESSICA LUNSFORD ACT**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF
A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to The School Board of Leon County, Florida (*hereinafter "Board" or "School Board"*) by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, _____ am duly authorized to make this sworn statement
(Print individual's name and title)

on behalf of: _____

(Print name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (*hereinafter "The Act" or "Act"*) was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or **"contractual personnel"** by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines **"contractual personnel"** to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to section 1012.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.

6. I understand that as a _____ *(eg. a charter bus company)*
(Type of entity)

all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet Level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with the School Board.

- 7. I understand that "level 2 screening requirements" as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
- 8. I understand that the School Board has implemented Board Policy 2.021 to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04, Florida Statutes. I understand that my company must comply with these local procedures as they are developed or amended from time to time.
- 9. I understand that any costs and fees associated with the required background screening will be borne by my company.
- 10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), **shall not be permitted** to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds.
- 11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with the School Board.
- 12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF LEON COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, AND 435.04, FLORIDA STATUTES.

(Signature)

Sworn to and subscribed before me this _____ day of _____ 20____

_____ is personally known to me OR produced identification

by showing _____
(Type of Identification)

Notary Public – State of _____ My commission expires on: _____

Signature of Notary Public

(Printed, typed or stamped commissioned name of Notary Public)

AFFIDAVIT FOR CLAIMING LOCAL PURCHASING PREFERENCE

Proposer/Bidder/Quoter affirms that it is a local or adjacent county business as defined by Policy #6450 of Leon County Schools and the regulations thereto.

A Leon/adjacent county vendor is a private independent vendor that has been licensed for at least six (6) months preceding the bid or proposal opening, as required by local, State, and Federal law to provide the goods, services, or construction to be purchased. The vendor must have a physical business address, staffed by at least one (1) person, in the geographical boundaries of Leon County or in the adjacent counties of Gadsden, Jefferson, or Wakulla, Florida. The vendor, on a day-to-day basis, should provide to the Board the needed goods and/or services substantially from the local business address. Post Office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

Please complete the following in support of the self-certification:

Business Name: _____

Address: _____

<i>Phone</i>	<i>Fax</i>	<i>Email</i>
County: _____	Length of time at this location: _____	# of employees at this location _____

Is your business certified as a small business through Leon County Schools? _____

_____ <i>Signature of Authorized Representative</i>	_____ <i>Date</i>
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State of FLORIDA

County of _____

Sworn to and subscribed before me, a Notary Public for the above State and County, on this _____ day of _____, 20_____.

_____ <i>Notary Public</i>	_____ <i>My Commission Expires</i>
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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 **Bid No. 5302-2015 – Avaya® Phone Systems District Wide**.

The Vendor shall hold harmless, indemnify and defend the indemnities (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 indemnities, excluding only the sole negligence or culpability of the indemnities. The following shall be deemed to be indemnities: 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 coverage's may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverage's 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 coverage's 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:

1. The company must be:
 - a. authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or
 - b. 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

2. With respect only to the Workers' Compensation insurance, the company must be:
 - a. authorized as a group self-insurer pursuant to Florida Statutes or
 - b. 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 Schools
Purchasing Department
Attn: June Kail, Director of Purchasing
3397 W. Tharpe St.
Tallahassee, Florida 32303**

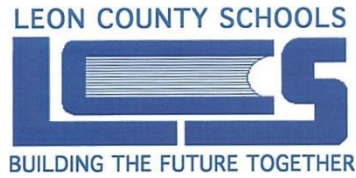
The name and address of Leon County Public Schools, as shown directly above, must be listed as Certificate Holder on the Certificate of Insurance as well as clearly noted as "Additional Insured".

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.

Bid No. 5302-2015 – Avaya® Phone Systems District Wide

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 may be declared non-responsive.

Required	Included	Verified	Description of Submittal
<input checked="" type="checkbox"/>			ITB – Bidder Acknowledgement Form – page 1
			Bidder Identification Label (affixed to submittal) – page 2
			Occupational Licenses as required – page 4, item I
<input checked="" type="checkbox"/>			Dispute Resolution Contact – page 8, item KK
<input checked="" type="checkbox"/>			Vendor Representative Contact Information – page 12, item C
<input checked="" type="checkbox"/>			Copy of all System Documentation – page 12, item E
<input checked="" type="checkbox"/>			Manufacture Warranty – page 12, item I
<input checked="" type="checkbox"/>			Bid Proposal Form – page 14 & 15
<input checked="" type="checkbox"/>			Conflict Of Interest Certificate – page 16
<input checked="" type="checkbox"/>			Application for Vendor Status – page 17
<input checked="" type="checkbox"/>			Customer Reference Form – page 18
<input checked="" type="checkbox"/>			Vendor Questionnaire – page 19
<input checked="" type="checkbox"/>			Drug Free Workplace Certification – page 20
<input checked="" type="checkbox"/>			Certification Regarding Debarment – pages 21 - 22
<input checked="" type="checkbox"/>			Sworn Statement / Jessica Lunsford Act – pages 23 - 24
<input checked="" type="checkbox"/>			Affidavit For Claiming Local Purchasing Preference – page 25
			Bid Submittal Requirements Checklist – page 28
			Statement of No Bid – page 29



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 **Bid No. 5302-2015 – Avaya® Phone 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: _____