



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

## PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

[www.BrowardSchools.com](http://www.BrowardSchools.com)

The School Board of  
Broward County, Florida

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05/13/2020  
REVISED 06/29/2020

**SUBJECT: Instructions to Proposers  
Request for Proposals (RFP): FY21-039 Structured Cabling and Networking (E-rate)**

Robert W. Runcie  
Superintendent of Schools

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for Structured Cabling and Networking (E-rate). Any questions regarding this RFP should be addressed to Harmoni Clealand, in writing via e-mail to [harmoni.clealand@browardschools.com](mailto:harmoni.clealand@browardschools.com). Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any Proposer, or Lobbyist for a Proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

### **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)**

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.

### • **REQUIRED RESPONSE FORM**

Section 1.0, Required Response Form must be completed in full and executed by an authorized representative.

### • **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.0.

### • **DUE DATE**

Proposals are due in the Procurement & Warehousing Services Department on the date and time stated in Section 2.0. In order to have your proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

### • **E-rate**

Proposers can also download all documents within the E-rate Productivity Center (EPC) as outlined by the Universal Service Administration Company (USAC) / EPC web portal located at: <https://portal.usac.org/suite>

### • **STATEMENT OF "NO BID"**

If you are **not** submitting a proposal in response to this RFP, please complete [Attachment N](#), Statement of "No Bid" and return via e-mail to [harmoni.clealand@browardschools.com](mailto:harmoni.clealand@browardschools.com).

Thank you in advance.

Harmoni Clealand  
Purchasing Agent IV

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	<p>The School Board of Broward County, Florida <b>PROCUREMENT AND WAREHOUSING SERVICES</b> 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505</p>	<p><b>REQUEST FOR PROPOSAL</b> <b>(RFP)</b></p>
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**DUE DATE:** Proposals must be submitted to the **Procurement & Warehousing Service Department**, The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET):**

**7/29/2020**

and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

RFP NO.:

**FY21-039**

RELEASE DATE:

**5/13/2020**

PURCHASING AGENT:

Harmoni Clealand  
754-321-0539

RFP TITLE:

**STRUCTURED CABLING AND NETWORKING (E-RATE)**

**Note: Pricing should be submitted in a sealed envelope along with, but separate, from the remainder of the proposal.**

**One complete, original hard-copy proposal** (clearly marked as such), and **one complete, original electronic version** (both clearly marked as "original") will constitute the original governing documents. **The electronic version in PDF on a Flash Drive must be IDENTICAL to the original proposal**, of the RFP proposal, including this **REQUIRED RESPONSE FORM** fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a **SEALED** (envelope, package, box, etc.) with the RFP number and title clearly typed or written on the front of the envelope, package, box, etc.

## SECTION 1 – REQUIRED RESPONSE FORM

**NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.3).**

Proposer's (Company) Name and state "Doing Business As", where applicable:

**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

City:

State:

Zip Code:

State:

Zip Code:

Telephone Number:

Proposer's Taxpayer

Identification Number:

Contact Person:

Contact Telephone Number:

Contact Person's

E-Mail Address:

**E-Mail Address**

**for PO:**

### Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate. Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Proposer's Authorized Representative

\_\_\_\_\_  
Title of Proposer's Authorized Representative

**Please sign all originals in blue ink.**

## SECTION 2 – CALENDAR

Wednesday, May 13, 2020	Release of RFP FY21-039
Wednesday, May 20, 2020	Written questions due on or before 5:00 p.m. ET
Friday, May 29, 2020	SBBC to post answers to Proposer's questions via Addendum posted to DemandStar and E-rate's Productivity Center (EPC)
Wednesday, July 29, 2020**	Proposals due on or before 2:00 p.m. ET to Procurement & Warehousing Services Department in TSSC Building Address below – 3 <sup>rd</sup> Floor
Wednesday, August 12, 2020**	Evaluation Committee(s) review proposals and make recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department in TSSC Building Address below – 3 <sup>rd</sup> Floor; Bid Rooms 1-4 TIMES: 8:30 a.m. – 12:30 p.m. Group 1 1 p.m. – 5 p.m. Group 2
Thursday, August 13, 2020	Posting of Award Recommendation Tabulation posted to DemandStar and E-rate's Productivity Center (EPC)

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Procurement & Warehousing Services Department**  
**Technical Support Services Center (TSSC)**  
**7720 W. Oakland Park Boulevard, Suite 323**  
**Sunrise, Florida 33351-6704**

**NOTE:** If you plan to attend the public meetings or hand-deliver your proposal, please arrive at the TSSC building early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the 3<sup>rd</sup> Floor.

*\*\*These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

*Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

## SECTION 3 – INTRODUCTION AND GENERAL INFORMATION

### 3.1 **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as “SBBC”) desires to receive proposals

for network systems (E-Rate) as described herein. SBBC seeks a partner to ensure the success of our main objective, which is to effectively support student achievement by providing a communications infrastructure that is reliable, scalable, upgradeable and cost-effective. This RFP relates to goods and services needed by SBBC to design, implement, monitor, manage, and maintain the following network systems:

Group #	Group Title	Group Description
1	Structured Cabling	Goods and services required to build and maintain low voltage voice, video and data cabling systems
2	Local Area Networks, Wireless Local Area Networks	Goods and services required to install and maintain the electronics needed to provide access to the Internet and other digital resources for computers and other peripherals on school campuses and District offices.

SBBC will apply for Universal Service Funds discounts where possible as allowed for by E-Rate rules and in conformance with SBBC business practices. The E-Rate program provides discounts on a variety of eligible goods and services needed to connect SBBC's students and staff to each other and the vast world of digital resources available across the Internet. Proposer is required to be a registered service provider with Schools and Libraries Division and be an active participant in the E-RATE program for the duration of the contract. Additional information on E-Rate is available at <http://www.usac.org/sl/>.

See RFP Section 8 for Scope of Work and Performance Specifications.

### 3.2 **QUESTIONS AND INTERPRETATIONS:** Any questions concerning any portion of this RFP must be submitted, in writing, to Harmoni Clealand, **Procurement & Warehousing Services Department**, via e-mail [harmoni.clealand@browardschools.com](mailto:harmoni.clealand@browardschools.com). Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers via DemandStar and the E-rate Productivity Center (EPC). No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET 5/20/2020**. Questions received after this date and time may not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

### 3.3 **CONTRACT TERM:** The purpose of this RFP is to establish a contract beginning December 29, 2020 through June 30, 2024. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs and minimum discount percentages shall be firm for the term of the contract. The Proposer agrees to this condition by signing its proposal.

### 3.4 **PRICE ADJUSTMENTS:** **Prices offered shall not increase through the contract term.** E-rate will not reimburse for price increases, therefore pricing cannot increase during the term of the contracts. The E-rate program does allow price decreases during the term of the contract upon mutual agreement of the parties. The Proposer agrees to this firm pricing condition by signing its proposal.

### 3.5 **SUBMITTAL OF PROPOSAL:** Submit proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the proposal evaluation process, special attention should be paid to organizing proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.

**3.6 EVALUATION AND AWARD:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as “non-responsive.”**

All responsive proposals will be evaluated by the Evaluation Committee (hereinafter referred to as “Committee”) based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of Services will be determined by mathematical calculation and Category d.) Minority/Women Business Participation will be evaluated and scored by the SBBC’s Supplier Diversity & Outreach Program staff. Based upon the evaluation of proposals, the Committee will recommend Proposer(s) to SBBC for award. The number of firms to be recommended is solely at the discretion of the Committee.

## SECTION 4 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 4.1 PROPOSAL FORMAT:** In order to maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all information requested herein in your proposal.

**IMPORTANT NOTE:** Each Group will be scored and awarded independently; therefore, it is critical for Proposers to provide proposals that respond to all the items below for each group submitting a proposal for. Proposers should provide one complete proposal for each group.

- 4.1.1 **REQUIRED RESPONSE FORM:** (Section 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.2 **TABLE OF CONTENTS:** Include a clear identification of the material by section and by page number.
- 4.1.3 **LETTER OF TRANSMITTAL:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- 4.1.4 State under what other or former name(s) the Proposer is currently operating under or has operated under.
- 4.1.5 **NOTICE PROVISION:** Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name/Title and Address of Awardee's Representative for Notices:

\_\_\_\_\_  
\_\_\_\_\_

With a Copy To: (Name/Title and Address)

\_\_\_\_\_  
\_\_\_\_\_

SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation.

- 4.2 MINIMUM ELIGIBILITY:** In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the proposal. **Failure to provide the information requested below will result in the disqualification of proposal.** The Proposer is responsible for providing the following information in its response.

- 4.2.1 **FOR ALL GROUPS:** Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract?

☐ Yes ☐ No **Do not check both boxes.**

- 4.2.2 **FOR ALL GROUPS:** The following forms must be completed and submitted with your proposal:

- ☐ Section 1 – Required Response Form
- ☐ Attachment A – SDOP Forms (if applicable)
- ☐ Attachment B – Conflict of Interest
- ☐ Attachment C – Florida Bidder's Preference Form
- ☐ Attachment D – Debarment Form
- ☐ Attachment E – Customer References Form
- ☐ Attachment F – Supplier References Form
- ☐ Attachment G – Excel Spreadsheets)

- 4.2.3 **FOR ALL GROUPS:** Proposer must be registered with the FCC / E-Rate program, and have a current SPIN number. Enter SPIN ID of your firm here: \_\_\_\_\_
- 4.2.4 **FOR ALL GROUPS:** Proposer must provide three (3) customer references (preferably K-12 and/or Higher Ed.) currently being served, or served within the past three (3) years. Utilize [Attachment E](#). Complete a separate form for each bidding Group. For clarity: if a Proposer is submitting proposals for both Group 1 and 2, they must complete [Attachment E](#) for Group 1 and Group 2 (two (2) different forms).
- 4.2.5 **FOR ALL GROUPS:** Proposer must provide a minimum of three (3) major suppliers as references. Major suppliers means: Primary supplier with whom the Proposer currently conducts business and with whom they have accounts in good standing. Utilize [Attachment F](#).
- 4.2.6 **FOR ALL GROUPS:** Proposer must have a local presence in Broward, Dade or Palm Beach County. Local presence, for the purpose of this RFP, is defined as having a local office and service center / warehouse. Provide local address:  
\_\_\_\_\_
- 4.2.7 **FOR GROUP 1:** Proposer must indicate their SBBC Construction Pre-Qualification status:  
☐ Proposer is Pre-Qualified      ☐ Proposer is NOT Pre-Qualified      **Do not check both boxes.**
- 4.2.8 **FOR GROUP 1:** Proposer must have Legrand Ortronics Certified Installer Plus or better certification and BICSI Corporate Membership. Include copies of certification and list membership number(s) here:  
\_\_\_\_\_
- 4.2.9 **FOR GROUP 1:** Proposer must have and provide proof to SBBC their company's Registered Communications Distribution Designer (RCDD) current and in good standing certification documentation. Include copies of certification and list membership number(s) here:  
\_\_\_\_\_
- 4.2.10 **FOR GROUP 1:** Proposer must show and have in good standing a Florida State Low-Voltage contractor license.
- 4.2.11 **FOR GROUP 2:** Proposers must have local repair station (local is within the tri-county (Miami-Dade, Broward or Palm Beach) area). Provide name and address for local repair station below:  
\_\_\_\_\_
- 4.2.12 **FOR GROUP 2:** Proposer must be authorized by the manufacturer of the network equipment components being proposed to resell and perform installation professional services at the suggested manufacturer's standards level. Documentation in the form of a letter from the manufacturer shall be submitted with proposal or within three (3) business days of request by SBBC. If Proposer is the manufacturer, include a letter stating such and specify your firm's capabilities (sell, install etc.).

**4.3 EVALUATION CRITERIA:** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating proposal submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire proposal.

**4.3.1 PROPOSER'S EXPERIENCE & QUALIFICATIONS**  
**(Group 1 maximum 25 points and Group 2 maximum 20 points):**

- 4.3.1.1 Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFP.



- 4.3.1.2 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.
- 4.3.1.3 Show satisfactory evidence detailing a fully equipped service organization capable of furnishing adequate installation and service to SBBC structured cabling or network equipment services including replacement parts. Detail the capability to offer a service contract for the maintenance of the system after the guarantee period.
- 4.3.1.4 Proposers must describe their years in business and highlight the number of those in which they have had active contracts with K-12 School District(s). Proposers must provide Articles of Incorporation as evidence of their years in business. Additionally, Proposers must describe the market share position of solutions submitted for mandatory cost proposal evaluation.
- 4.3.1.5 Proposers must describe the structure of their company and list company / corporate principals and/or officers.
- 4.3.1.6 Proposers must describe their company's ongoing training program to ensure employee safety. Proposers are requested to submit OSHA forms 300A and Workers Compensation MOD score.
- 4.3.1.7 Proposers must describe three (3) major projects undertaken in Enterprise environments (preference for K-12 experience).  
Proposer must also provide:
- List of major projects currently being executed or recently completed
  - List of school Districts that utilize the company's services
  - Description of the largest project(s) successfully completed by the Proposer within the last 24 months.
- 4.3.1.8 Proposer's references (for more information, see sections 4.2.4 and 4.2.5).
- 4.3.1.9 Describe any and all "value added" aspects, goods or services that are included if awarded this RFP contract as a part of doing business and at no additional cost.
- 4.3.2 **SCOPE OF WORK (Group 1 maximum 25 points and Group 2 maximum 30 points):** The Scope of Work contains minimum requirements. By providing proposal, Proposer agrees to comply with all Scope of Work, Technical and Performance Specifications. See **SECTION 8 - SCOPE OF WORK** and complete the included Excel Spreadsheet scope checklist. If needed, Proposers should use additional documentation, taking care to label document according to the numbering scheme in Section 8 (ie: item 8.5.4) to provide supplemental information, pictures, screen shots etc.
- 4.3.3 **PRICING (Maximum 35 allowable points):** Proposers must complete the pricing spreadsheet for the RFP that is included as a partially locked Microsoft EXCEL spreadsheet on DemandStar and E-rate Productivity Center (EPC) with this RFP ([Attachment G](#) Excel Spreadsheets). Failure to complete the pricing spreadsheet may result in disqualification of the proposal. The Excel pricing sheet specifies the exact cell which will be used for score calculation purposes. Proposer may submit at their option, separate from the spreadsheets, a statement of value-added and/or cost-reducing procurement options for information purposes only.

The quantities listed on the Excel pricing sheets are estimated quantities to be ordered throughout the contract period and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one item each may be ordered at one time.

Distribution of points will be calculated by dividing the total cost offered by each Proposer by the lowest cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A

submits the lowest total cost of \$10,000 and Proposer B submits a total cost of \$15,000. Therefore, Proposer A would receive **10** points, which is the maximum number of points allotted for the criteria. Proposer B would earn **3.3** points based on the following calculation:  $(\$10,000/\$15,000) = 67\% \times 35 \text{ maximum points} = 6.7 \text{ points less}$ .

- 4.3.4 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (Maximum 15 allowable points):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: [broward.k12.fl.us/sbbcpolicies](http://broward.k12.fl.us/sbbcpolicies).**

**Nondiscrimination:**

Each Proposer certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

**INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES**

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

**The Affirmative Procurement Initiative (API) implemented in this solicitation is**

**GROUP 1: The M/WBE Subcontracting Program**

**GROUP 2: The Voluntary M/WBE Distributorship Development Program**

**GROUP 1:**

**The M/WBE Subcontracting Program:** In accordance with SBBC Policy No. 3330, Section E.4.c: "Under this Program element, the GSC may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific professional services contract, up to forty percent (40%) be subcontracted to eligible M/WBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of M/WBE firms to perform commercially useful functions on the specific contract".

**Proposers committing to subcontracting five percent (5%) or more of the total contract value to a SBBC Certified M/WBE firm(s) at the time of submission will be awarded fifteen (15) Points.** (Ancillary services performed by an SBBC Certified M/WBE will be counted towards the five percent (5%) M/WBE Subcontracting Program.) The proposer shall identify each SBBC-Certified M/WBE firm, that will be utilized by completing the Form 00470 Statement of Intent to Perform as an M/WBE Subcontractor and Form 00475 Subcontractor Participation Schedule (see [Attachment A](#)).

**NOTE:** M/WBE Proposers who are self-performing must identify themselves by completing the Form 00470 and 00475. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and percentage/dollar amount to perform.

**GROUP 2:**

**The Voluntary M/WBE Distributorship Development Program:** In accordance with SBBC Policy No 3330, E.6.c, the GSC encourage manufacturers to establish authorized dealerships or distributorships with M/WBE suppliers of their products on a non-discriminatory basis.

Based on the Manufacturers Certification established in this solicitation, Proposer must be an authorized dealer to sell, warranty and service that manufacturer's product. The manufacturer must execute the applicable part of the document

and Proposer must also execute applicable part. The certification must be returned with the bid in time for bid opening or upon request. Failure to submit the completed certification shall result in disqualification of bid submitted. A separate document shall be completed by each manufacturer whose product is offered by the Proposer.

**Proposers participating in the with the Voluntary M/WBE Distributorship Development Program will be awarded fifteen (15) Points.** If participating with SBBC Certified M/WBE firm(s) at the time of submission Proposer who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Proposers having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470.

The M/WBE distributor shall perform a commercially useful function on behalf of the SBBC. When the API is applied by the GSC to a commodities solicitation, the SDOP shall review the distributorship agreements of the selected manufacturer that accepts the incentives as part of its bid to ensure that the terms of the designated authorized M/WBE's distributorship agreement are similar to that of non- M/WBE distributors for that manufacturer.

Incentives may include one or more of the following listed below:

1. Accelerated payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices.
2. Or two (2) or three (3) additional option years in supply contracts that may be exercised by the SBBC when the manufacturer sells its products through its authorized M/WBE distributorship and demonstrates that its distributorship with that M/WBE vendor is established and operated in a non- discriminatory fashion as compared to its other distributorships.

The Proposer must utilize SBBC Certified M/WBEs to fulfill the participation goal on this contract, the M/WBE firms shall be certified by SBBC at the time of bid and the remaining time of the contract. For information on M/WBE Certification, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit <https://www.browardschools.com/Page/32544> . It is the Proposer's responsibility to ensure it is compliant with these requirements and deadlines by contacting the PWS to verify the Vendor's current Certification status or to obtain the applicable certification. A certified firm must provide a commercially useful function for a project and may not act as a broker. A certified firm which seeks to act as a broker or a Vendor that does not provide a commercially useful function on a project, shall be subject to removal or decertification by SDOP.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at: [browardschools.com/Page/46981](https://www.browardschools.com/Page/46981).

**Group 1:** Failure of a Proposer to commit and submit as required in the solicitation to satisfying the **M/WBE Subcontracting Program**, shall render its response non-responsive to the MWBE requirements.

**Group 2:** At the time of the bid submittal, the Proposer shall identify its intent to participate in the **Voluntary M/WBE Distributorship Development Program** by using the following form: Statement of Intent, Form #00470.

Please go to the following link to view the current list of SBBC-Certified firms: [browardschools.com/Page/46981](https://www.browardschools.com/Page/46981).

### **Penalties and Sanctions**

In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the M/WBE subcontracting goal by a certified M/WBE proposer, the failure of a proposer to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

### **Suspension**

The temporary stoppage of a M/WBE firm's beneficial participation in the District's SDOP for a finite period of time due to cumulative contract payments the M/WBE firm received during a fiscal year that exceed a certain dollar threshold as

set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

SBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.3.4.1		Maximum Points
4.3.4.1	<p><b>Proposers committing to subcontracting five percent (5%) or more of the total contract value to a SBBC Certified M/WBE firm(s) at the time of submission will be awarded fifteen (15) points. (Ancillary services performed by an SBBC Certified M/WBE will be counted towards the five percent (5%) SBE Subcontracting Goal.)</b></p> <p>The proposer shall identify each SBBC-Certified M/WBE firm, that will be utilized by completing the <i>Form 00470</i> - Statement of Intent to Perform as a M/WBE Subcontractor - and <i>Form 00475</i> - Subcontractor Participation Schedule - (see <a href="#">Attachment A</a>). The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage/dollar amount of work that the subcontractor will perform.</p> <p><u>If the Proposer is M/WBE-Certified by SBBC, the Proposer must identify itself as an SBBC-Certified M/WBE firm, by completing the <i>Form 00470</i> (see <a href="#">Attachment A</a>). The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and percentage/dollar amount to perform. Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP.</u></p> <p>Provide proof, in writing, that the M/WBE proposer is certified by The School Board of Broward County (SBBC), Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation.</p>	15
	<p><b>Proposers participating in the with the <u>Voluntary M/WBE Distributorship Development Program</u> will be awarded fifteen (15) Points. If participating with SBBC Certified M/WBE firm(s) at the time of submission</b></p> <p><b><u>Proposers who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Proposers having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470.</u></b></p> <p>Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP.</p> <p>Provide proof, in writing, that the subcontracting M/WBE firms are certified by The School Board of Broward County (SBBC), Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. <b>If you are not participating in the Voluntary M/WBE Distributorship Development Program, state N/A on the form and return it with your proposal.</b></p>	15
	<b>MAXIMUM POINTS TO BE AWARDED FOR EACH GROUP</b>	15
	<p>*If awarded, the Awardee will be required to submit <i>Form 00485</i> - Small Minority or Women Business Enterprise (S/M/WBE) Monthly Utilization Report (Utilization Report) (see <a href="#">Attachment A</a>) to the Supplier Diversity Outreach Program Office which will track payments made. The timing of the Utilization Report shall coincide with invoice submission. <b>State your willingness to comply with this requirement.</b></p>	<p>Yes ____</p> <p>No ____</p>

## SECTION 5 – EVALUATION OF PROPOSALS

- 5.1** **SCORING:** The Committee, shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Liability, according to the following criteria. Each group shall be scored independently.

GROUP 1 – Structured Cabling	MAXIMUM POINTS
A. Experience and Qualifications	25
B. Scope of Work	25
C. Supplier Diversity & Outreach Program	15
D. Pricing	35
<b>GROUP 1 TOTAL</b>	<b>100</b>

GROUP 2 - Networking	MAXIMUM POINTS
A. Experience and Qualifications	20
B. Scope of Work	30
C. Supplier Diversity & Outreach Program	15
D. Pricing	35
<b>GROUP 2 TOTAL</b>	<b>100</b>

(\*)SBBC shall award a maximum of fifteen (15) points for S/M/WBE. At the time the proposal is submitted, the Proposer shall identify all S/M/WBE firms, if any, which will be utilized by using the S/M/WBE Subcontractor Participation Schedule and Statement of Intent to Perform as a S/M/WBE Subcontractor. The Statement of Intent form submitted with the proposal reflects the intent of the parties, both prime and subconsultant, to establish a business relationship as well as the type of work and percentage of work the subconsultant will perform.

**Note: Evaluation points for “Category C” shall be provided by the Supplier Diversity & Outreach Program Office.**

- 5.2** **EVALUATION PROCESS:** Failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one responsive proposal is received, the Committee will proceed without scoring the one responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C." The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Evaluation Committee Member's points (for sections evaluated by a committee).

**STEP 1: MINIMUM ELIGIBILITY:** Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed for the RFP in Section 4.2. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

**STEP 2: S/M/WBE EVALUATION:** Representatives of SBBC's Supplier Diversity and Outreach program will assign point values for the S/M/WBE information supplied in RFP in accordance with section 4.3.4 and the information requested and described further in [Attachment A](#). The individual responsible for this portion of the evaluation is not a voting member of the Committee.



**STEP 3: COMMITTEE EVALUATION:** This step evaluates the strengths of the companies that have responded to the RFP. The Committee will score the proposals on the basis of Proposer Experience & Qualifications in accordance with section 4.3.1 and Scope of Work responses in accordance with Sections 4 and 8.

**STEP 4: PRICING EVALUATION:** SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.3.3. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

**STEP 5: SCORE COMPUTATION:** All scores will be calculated (sections scored by the committee will be averaged) and combined for a grand total.

- 5.3 ORAL PRESENTATIONS:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.
- 5.4 COMMITTEE'S RECOMMENDATION:** Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right to negotiate any term, condition, specification, or price (other than Section 4.2 and Section 7.1) with a selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer(s), and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.
- 5.5 AWARD:** SBBC intends to make an award only to the Proposer(s) that have complied with the terms, conditions and requirements of the overall RFP. Each Group will be awarded independently. Based on SBBC's needs, a Primary Awardee and Alternate Awardee(s) shall be recommended for award for each Group. The After the conclusion of negotiations, the recommended awards would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The awards shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. An Agreement (in the form of the Sample Agreement attached hereto as [Attachment J](#)) shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida, and must have venue established in the 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. This Agreement approved by the SBBC's General Counsel will be submitted to SBBC for final approval. **Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.**

## SECTION 6 – SPECIAL CONDITIONS

- 6.1 BID SUBMITTAL:** The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, 6/30/2020** at the following address in order to be considered. Please utilize [Attachment M](#), attaching it to the outside of your package.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351-6704  
**Attention: FY21-039 - E-rate Structured Cabling and Networking**

**NOTE: Pricing should be submitted in a sealed envelope along with, but separate from, the remainder of proposal.**

**One complete, original hard-copy proposal** (clearly marked as such), and **one complete, original electronic version (both clearly marked as “original”)** will constitute the original governing documents. The **electronic version in PDF on a Flash Drive** (which must be identical to the original proposal, **including any supplemental information/marketing materials**), of the RFP proposal, including the **REQUIRED RESPONSE FORM** (Section 1 of RFP, must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.

- 6.2 JOINT VENTURES:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

**6.3 MINIMUM INSURANCE REQUIREMENTS:**

- 6.3.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **PROFESSIONAL LIABILITY/TECHNOLOGY ERRORS & OMISSIONS:** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- 6.3.3 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.3.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

\_\_\_\_\_ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of “Any Auto” coverage effective the date of acquisition.

- 6.3.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 6.3.6 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
- New vendors will receive an email notification requesting account verification and insurance agent information.
  - Existing vendors will receive an email notification of current status.
- 6.3.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
- 6.3.7.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 6.3.7.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
- 6.3.7.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668
- 6.3.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.
- The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement
- 6.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:**
- 6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement, shall be reimbursed to SBBC.
- 6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.



- 6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.
- 6.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.
- 6.5 **W-9 FORM:** All Proposers are requested to complete their W-9, (see [Attachment H](#)), and submit with their proposal.
- 6.6 **FLORIDA BIDDER'S PREFERENCE:** General Condition 7.2.4 applies to this RFP. ALL Proposers must execute and submit [Attachment C](#), Legal Opinion of Bidder's Preference Form to be considered. Proposers from outside the State of Florida must submit a completed and signed legal opinion as specified by Florida Statute 287.084(2). Florida Proposers are not required to have an Attorney render an opinion but the Florida Proposer must complete its portion of this form. Failure to submit and execute this form, with proposal, shall result in being considered "non-responsive" and proposal rejected.
- 6.7 **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify Awardee promptly in writing of any threatened or pending judicial action brought against SBBC alleging **SBBC's** improper or unlawful use of any of the Services or Awardee Property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). Awardee shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. Awardee's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with Awardee in the defense of such Infringement Claims.
- 6.8 **ACCEPTANCE AND REJECTION OF PROPOSALS:**
- 6.8.1 **ACCEPTANCE:** All proposals properly completed and submitted will be evaluated in accordance with Section 5.1. SBBC reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all proposals when it serves the best interest of SBBC.
- 6.8.2 **TECHNICALITIES:** SBBC also reserves the right to waive irregularities or technicalities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 6.8.3 **REJECTION:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 6.8.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
- 6.8.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.3 (see Section 1- Required Response Form).
- 6.8.3.3 Failure to respond to all subsections within the RFP.
- 6.8.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
- 6.8.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.8.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.8.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

**6.9** **VENDOR REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: <http://schoolboardofbrowardcounty.supplier.ariba.com/register>  
Training materials are available via our website at <https://www.browardschools.com/Page/39992> (middle of page - if needed).

## SECTION 7 – GENERAL CONDITIONS

- 7.1 **LIABILITY:** This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".
- 7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- 7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
- 7.2 **SEALED PROPOSAL REQUIREMENTS:** The "Required Response Form" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.
- 7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.
- It is the responsibility of the Proposer to make sure the original proposal matches the proposal copies as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.
- 7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department on or before 2:00 p.m. ET on date due for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.
- 7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (in blue ink) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.
- 7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT.** The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. See Minimum Eligibility Requirements of the RFP.
- 7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due.** Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.** The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)
- 7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
- 7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.
- a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.
- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.
- 7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.
- Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

- 7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT.** Shipping points offered other than F.O.B. Destination shall be rejected. Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school District administration is closed.
- 7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement and Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued.
- 7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- 7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida, and must have venue established in the 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered.
- 7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
- 7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.
- 7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).
- 7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements) The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- 7.17 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.*
- 7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any Agreement resulting from the award of this RFP; then
  - Addenda released for this RFP, with the latest Addendum taking precedence; then
  - The RFP; then
  - Awardee's proposal.
- 7.18.1 **DISPUTES:** In the event any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.
- 7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
- 7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**

- 7.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
- 7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
- 7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3<sup>rd</sup> Avenue, 7<sup>th</sup> Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school District administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
- 7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacture quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.
- 7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
- 7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
- 7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.
- 7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
- 7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
- 7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or <https://www.browardschools.com/Page/32544>.
- 7.39 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.  
**SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is [www.fieldprintflorida.com](http://www.fieldprintflorida.com).** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website:  
[http://www.broward.k12.fl.us/police/pdf/secclle/FIELDPRINT\\_CODES.pdf](http://www.broward.k12.fl.us/police/pdf/secclle/FIELDPRINT_CODES.pdf). Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. (Continued)....



These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301.

- 7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school District administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

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, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

- 7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on [www.demandstar.com](http://www.demandstar.com) and the E-rate Productivity Center (EPC) on 8/13/2020 and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this RFP) or the EPC. In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school District administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, 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 decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. All

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, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

- 7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee'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 Awardee 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 or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

- 7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

- 7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- Cancellation and default of contract;
  - For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
  - All departments being advised not to do business with vendor.

- 7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

- 7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.

**documentation necessary for the protest proceedings will be provided electronically by SBBC.**

- 7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
- 7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
- 7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 7.51 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.52 **DISTRIBUTION:** DemandStar by Onvia, [www.demandstar.com](http://www.demandstar.com), is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
- 7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
  - A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
  - Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, [www.browardschools.com](http://www.browardschools.com).
  - The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.

- Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

- 7.55 **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
  - The Broward County Certified Minority/Women Business Enterprise vendor;
  - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
  - The Florida Certified Minority/Women Business Enterprise vendor;
  - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
  - The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
  - The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
  - If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**. This form will be used by the Proposer to certify that it has implemented a drug-free workplace program. The Required Response Form (Page 1 of this RFP) must be properly signed in order for the proposal to be considered. A Proposer cannot sign this form in lieu of properly signing the Required Response Form.

- 7.56 **AUDITING SERVICES POLICY 3100:** If the RFP is for auditing services and in accordance with Policy 3100 – Annual Financial Audit, the independent audit firm selected by the School Board shall serve at the discretion of the School Board for five (5) consecutive years; the firm selected shall not succeed itself as the School Board's independent auditor except for the first selection when the current auditor will be exempted.
- 7.57 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at [www.browardschools.com](http://www.browardschools.com). The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

*Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.*

- 7.58 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

- 7.59 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

**CERTIFICATION:**

- a) The prospective lower tier participant certifies, by submission of this RFP, 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.
- b) 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 bid.

- 7.60 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.



## SECTION 8 – SCOPE OF WORK & PERFORMANCE SPECIFICATIONS

Section 8 specifies the minimum requirements that meet the current educational and business needs of SBBC's environment, and those that will provide new solutions in the future. The technical specifications for specific services included in the RFP may be modified as needed by SBBC throughout the term of the contract as technology changes and SBBC's business and operational requirements shift. All technical and special conditions are mandatory requirements that Awardee is required to comply with in order to satisfy the terms and conditions of the RFP.

### GROUP 1 – STRUCTURED CABLING SYSTEMS

### GROUP 2 – LOCAL AREA NETWORKS & WIRELESS LOCAL AREA NETWORKS (LAN & WIRELESS NETWORK)

**8.1 GROUP 1 – STRUCTURED CABLING:** The scope of work requirements includes the procurement of communications wiring and related hardware, conduits and related cable management infrastructure and all related components required for a fully functional communications infrastructure for the following:

- a. Adds, moves and changes to the existing communications infrastructure at schools and District offices
- b. Installation of communications infrastructure to support data, voice and video at new schools and District offices
- c. Communications infrastructure in relocatable classrooms
- d. Communications infrastructure in Building renovations and additions
- e. Dedicated Technician services

**8.1.1 GROUP 1 CURRENT CONDITIONS:** SBBC employs a communications transport system to support the transmission of voice, data, surveillance and multimedia applications. The communications transport system is based on a structured wiring design of (normally) four pair, plenum, Category 5e and/or Category 6, unshielded twisted pair (UTP) cables to each communications outlet (CO) location in a quad, dual or single port configuration. Quad COs consist of four, 8-pin modular jacks, Category 5e and/or Category 6, Dual COs consists of two, 8-pin modular jacks, Category 5e and/or Category 6 and Single COs consist of one, 8-pin modular jack Category 5e and/or Category 6. Quad, dual or single CO locations originate from a main equipment room (ER) usually located in the Media Center or a communications closet (TR). Rooms located outside the distance limitations of the ER, or in outlying buildings. Voice cabling infrastructure is fed from communication closets connected to the main ER via a category 3/5 voice grade, copper backbone cable and optical multi-mode fiber cable. All CO location cables are directly home run to the nearest TR or the ER and terminated on Category 5e and/or Category 6, 8-pin modular patch panels with 110-type connecting hardware. This conforms to SBBC's Standards and all current Building Industry Consulting Service International (BICSI) standards and specifications.

**8.2. GROUP 2 – LOCAL AREA NETWORKS, WIRELESS LOCAL AREA NETWORKS:** The scope of work requirements includes the procurement of network equipment needed to provide or expand Local Area Network (LAN) and Wireless Local Area Network (WLAN) solutions on school campuses and other District facilities and includes:

- a. Network equipment infrastructure at new schools and/or Department sites
- b. Upgrade of existing network infrastructure at schools and District offices not already upgraded or partially upgraded
- c. Procurement of parts and equipment needed to maintain all existing Hewlett Packard network equipment installed throughout the District.

### GROUP 2 CURRENT ENVIRONMENT

**8.2.1** All of SBBC's 265-plus facilities, both schools and administrative sites, are connected via a Wide Area Network (WAN) in a hub and spoke topology back to the technology center utilizing Multiprotocol Label Switching routing technique (MPLS) with six class-of-services to provide the proper quality of service for real time, voice, video and other selective traffic. Open Shortest Path First (OSPF) and Border Gateway Protocol (BGP) routing protocols are responsible to propagate reachability information through the entire network. MPLS bandwidth at locations is varied from gigabit to multi-gigabit connections with multiple ten gigabit connections at the hub location. At each site, the WAN connects to each site's Local Area Network (LAN). LANs are installed using a hierarchical star topology with a single core layer switch and multiple access layer switches and wireless access points.

**8.2.2** Network Equipment and Uninterruptable Power Supply (UPS) devices are deployed at approximately 2,166 IDF/MDF locations across the District. In most cases, 2-post or 4-post networking network racks are located in wired closets, but in some cases racks with network equipment are located at a school office or media center.

- 8.2.3 The table below represents the current SBBC network closets classification from the standpoint of the amount of copper and fiber ports.

Closet Type	100/1000 Base-T PoE+	1G/10G SFP at Primary Switch	Number of Closets
1	800	24	1
2	800	8	3
3	680	32	4
4	680	8	5
5	590	28	6
6	590	8	11
7	490	28	16
8	490	8	20
9	390	28	28
10	390	8	54
11	300	24	50
12	300	8	114
13	240	4	24
14	180	24	87
15	180	4	447
16	80	20	32
17	80	4	515
18	48	4	361
19	24	2	250
20	8	2	138
<b>Total</b>	<b>288,242</b>	<b>13,300</b>	<b>2,166</b>

- 8.2.4 SBBC's LANs are composed of HP Aruba network equipment, Aerohive Wireless Access Points (APs) and multi-branded Uninterruptable Power Supply (UPS) devices. All wiring closets utilize standard 19" 2-post racks. Switch ports support 10/100 Mbps and gigabit connections via UTP CAT 5e or CAT 6 copper RJ-45 connectors and either 62.5 or 50-micron multimode fiber.
- 8.2.5 Wireless Access Point models deployed at the locations are principally Aerohive AP230; approximately 15,400 units deployed. There are also approximately 2000 Aerohive AP330 units that are primarily deployed at Administration locations and some schools. The most recent Wireless Access Point model deployed in high-density areas is Aerohive AP250. The HP Aruba switch models deployed most frequently are the HP Aruba 5400R Layer 3 modular chassis-based switch and the HP 5400 zl Layer 3 modular chassis-based switch. In areas where a large amount of ports are not needed, smaller stackable models of HP Layer 3 switches are deployed.
- 8.2.6 The LAN network backbones between switches are gigabit or multi-gigabit fiber or copper. A minimum of switched Fast Ethernet to the desktop for all ports with the majority of desktop-facing ports are gigabit with Power over Ethernet (PoE) for VoIP phones. The network switches support both Layer II and Layer III switching, IPv4 routing, OSPF & BGP dynamic routing protocols, 802.1q VLAN distribution on all backbones and segments, Multicast routing and delivery with IP PIM sparse, IGMPv2, IGMPv3, DHCP snooping, Bonjour gateway, Access Control List (ACL) and Quality of Service (QoS) capabilities.
- 8.2.7 Core switches located in the main Communications Equipment Room (CER or MDF) are utilized as full-function routers performing IPv4 routing, participating in OSPF and BGP dynamic routing exchange, performing PIM Sparse and Bonjour gateway. To improve performance, security and administrative control, a large campus network is segmented into smaller logical networks with 802.1q Virtual LAN technique. Currently, each campus has eight VLANs.
- 8.2.8 Edge switches are enterprise-class managed switches. They are layer 2-4 capable, which allows the implementation of IPv4 routing, QoS, DHCP-snooping, ACLs at the edge as technology needs dictate. These switches support both 10/100 mbps and gigabit connections via UTP Cat 5e and/or Cat 6 copper RJ-45 connectors to the desktop. In most installs

modular, chassis-based switches are utilized versus stackable switches. This allows for higher port densities; a common, faster backbone; greater ease-of-management and cleaner installs. At sites where VoIP is implemented (around 220 sites) power over Ethernet features are utilized to power up IP phones. Wireless Access Points are utilizing advanced power over Ethernet features.

- 8.2.9 Managed UPSs are located in each wiring closet and are sized-based on the network equipment they support. They are outfitted with network management cards for remote management over the network. SNMPv3 is utilized to provide capabilities for proactive network management at the District's Network Operation Center (NOC). All switches and UPS devices are centrally managed and monitored via encrypted protocols such as SNMPv3, HTTPs and/or SSH.
- 8.2.10 All schools have 100% complete wireless coverage throughout their facilities. SBBC's wireless network consists of over 17,575 Aerohive Wireless Access Points centrally managed by the Network Operations Center via Aerohive's central management solution "HiveManager." The wireless network currently utilizes a "one AP per classroom" deployment scheme. Special locations which have a high density of users (such as media centers and cafeterias) have a heavier deployment footprint. Wireless Networks are deployed across the entire 2.4GHz and 5GHz radio frequency bands and support 802.11a/g/n/ac wireless standards. Deployment is performed based on 20MHz – wide radio channel in 1 to 1 areas with 40MHz utilized elsewhere on the 5Ghz band.
- 8.2.11 Four wireless networks (WLANs) are serving different categories of users and devices. WPA2-Enterprise authentication protocol with 802.1x authentication method is used on all major WLANs with additional device control mechanism deployed at Access Points, which enables the recognition of device/user combinations and properly places wireless devices on the proper network segment, with the additional ability to apply proper access restrictions directly on the Access Point and class of service on the network switch. The Wireless Guest network for outside users is deployed by utilizing an open Captive Portal mechanism, with the ability to perform self-onboarding and the ability to receive temporary access credentials via SMS gateway message on a cell phone. Any access to the Internet is controlled by an enterprise-class web filtering solution, application control and intrusion detection services. Users on a Guest WLAN are not allowed to access District internal network resources.
- 8.2.12 The daily peak average load of wired and wireless clients generally exceeds 260,000 - 320,000 connected devices, from which wireless clients generally exceeds 170,000 - 210,000 connected devices. The total number of unmanaged District-owned devices which may not support 802.1x is approximately 85,000. These are devices such as IP phones, Wireless APs, IP cameras, UPS systems, printers, class collaboration, video collaboration and IoT devices. The maximum total amount of wired and wireless devices on the network during peak times currently approaches 400,000. The current flow rate at the centralized Netflow collector is approximately 55,000 flows per second.
- 8.2.13 The centralized DNS/DHCP/IPAM solution that is deployed at the District level is based on an Infoblox solution that serves all clients. Wireless Access Points receive IP addresses dynamically from a centralized DHCP server. At 250-plus locations, the DHCP lease time on wireless networks is 42 hours. Eight large school locations have a lease time of eight hours on wireless network segments. Lease time for non-wireless devices is over 72 hours.
- 8.2.14 Currently during new deployments of network switches, new devices are configured based on a predefined configuration blueprint which specifies most global parameters, such as the amount of VLANs, VLAN IDs, ACLs, QoS, DHCP snooping and many others. A switch configured with a static IP address is predefined by the Network Operations Center prior to installation. Trunk ports facing other switches or Access Points are configured with 802.1q VLAN tagging for all VLANs. All other switch ports, except trunks, are configured as untagged on data VLAN and tagged on voice VLAN. After the initial deployment, some ports are manually tuned to reflect special purposed devices. Currently 802.1X is not widely deployed on switch ports, which creates management overhead.

**8.3 GROUP 1 & 2 REQUIREMENTS:** All sections of 8.3 are minimum requirements that pertain to Groups 1 and 2.

- 8.3.1 ACCOUNT REPRESENTATION:** Awardee shall designate one point of contact for communications with SBBC. A resume of this individual must be submitted with the proposal and they must reside in the Tri-County area (Miami-Dade, Broward

or Palm Beach Counties). A resume for all other principals in the organization that will be servicing SBBC must also be included.

- 8.3.2 TECHNOLOGY OBSOLESCENCE:** SBBC includes the technology obsolescence in this RFP to protect itself from unknowingly purchasing technology that is at the end of its production, support and/or marketing life cycle. Awardee and SBBC shall have roadmap meetings to share information including product lifespan. If Awardee supplies end-of-life (EOL) product without notifying SBBC that a newer model is available, Awardee will exchange EOL product for newer product at no cost to SBBC.
- 8.3.3 BALANCE OF LINE & OTHER GOODS/SERVICES:** Awardee shall provide other goods and services required by SBBC within this commodity Group as needed in the future, irrespective of their specific omission from this RFP. Pricing for any such procurement will be determined by negotiation at the time of the sale, but must be based on the applicable discount levels established in the price offers included in the initial RFP response.
- 8.3.4 ITEM ENHANCEMENT:** During the term of the contract, Awardee may offer SBBC an enhanced feature associated with any item. Written notification of intent must be received by SBBC 30 days prior to the effective date of the proposed change. Each item specification must be referenced as it relates to the enhancement, and each product feature of the enhanced item must meet or exceed those detailed in the technical specifications of this RFP. The notification shall include complete descriptive, technical literature on the proposed enhanced item. SBBC reserves the right to continue to order the item as is or to purchase the newer, enhanced item.
- 8.3.5 DISCONTINUATION AND SUBSTITUTION FOR RFP ITEMS:** Over time, SBBC expects that the items listed in Excel pricing file will reach end of either their sale or support life. Awardee shall provide alternative products that meet or exceed the operational functionality of the items listed in the RFP at the prices included with their proposal. Additionally, as technology and business requirements change throughout the term of this contract, SBBC may buy alternative products to those listed herein, at the discount levels established in this contract.
- 8.3.6 ORDER PLACEMENT & SHIPPING COSTS:** Requests for project proposals will be made by SBBC staff. The Awardee must respond with a written quote/proposal within fifteen (15) business days. Any quote for work that is being done with E-Rate funding support is valid until the close of the associated Funding Request Number (FRN). Proposals/quotes for E-Rate funded related work must break out the E-Rate eligible and ineligible components. Shipping must be provided at no cost. Shipping costs for any material that is defective is the responsibility of the Awardee.
- 8.3.7 MANUFACTURING DELAYS:** If the Awardee is unable to supply equipment and/or materials in compliance with this RFP, Awardee shall furnish SBBC with a temporary solution so as not to delay a project at no cost to SBBC.
- 8.3.8 DOA / INSTALLATION FAILURE:** Awardee must immediately replace any equipment deemed to be defective at the time of installation without delay and at no cost to SBBC.
- 8.3.9 DOCUMENTATION:** Awardee shall provide full documentation on any equipment or system procured under this RFP to SBBC at no additional cost with 72 hours of request.
- 8.3.10 INSTALLATION OF GOODS & SITE CLEAN-UP:** Awardee shall deliver and install items ordered within thirty (30) days after receipt of a purchase order. Awardee is responsible for removing all trash and debris to outside garbage containers daily or as needed during the day. After the communications room wiring installation, the Awardee shall provide a complete clean-up of the rooms to include vacuuming of the floor surface, cleaning of racks, panels and boards, etc. Workstation outlet location areas shall be cleaned on an on-going basis each time the Awardee completes work in the area.
- 8.3.11 PROTECTION OF WORK, PROPERTY & PERSONNEL:** Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages. SBBC may withhold payment or make such deductions, as it may deem necessary to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
- 8.3.12 PROFESSIONAL SERVICES:** SBBC expects that certain professional services be provided at no additional cost to those indicated on the Excel pricing file. The services categorically include: pre-sales engineering, product roadmap alignment and strategic planning assistance, collaborative project planning. Other professional services must be made available to SBBC to meet its operational requirements at rates aligned to the services requested and negotiated by SBBC and the Awardee.

- 8.3.13 TRAINING & KNOWLEDGE TRANSFER:** Awardee shall provide training to SBBC on the use of the equipment and systems procured under this RFP at no cost to SBBC. Proposers should describe the methods by which and the extent that they will fulfill this expectation. As the Awardee performs routine installation or maintenance procedures on equipment purchased under this RFP contract, SBBC staff may participate to become better acquainted with systems operations and maintenance.
- 8.3.14 AFTER-HOUR / EMERGENCY TECHNICIAN / ENGINEERING SERVICES:** Awardee shall provide a certified field technician / network engineer for after-hours emergency response to SBBC. This person must be certified on SBBC-installed network systems and have access to repair equipment stock. The after-hours time frame is defined as the hours of 5:00 p.m. (ET) to 10 p.m. (ET), Monday through Friday and 8:00 a.m. (ET) to 10:00 p.m. (ET) Saturday, Sunday, holidays and during any unplanned site closures. For Information Technology notification of emergency repairs requiring a response, this certified Field Technician must be accessible by cell phone. Pricing for this emergency technician service (hourly rate) will be in accordance with the pricing submittal.
- 8.3.15 EMPLOYEE CONDUCT:** Awardee's employees or agents shall conduct themselves in a professional manner at all times. All rules and guidelines of the project site(s) and SBBC shall be adhered to. Smoking is NOT permitted on the project site(s). Awardee shall not interface with school personnel, students, or make use of any school facilities without permission. Awardee's employees working on site must report to the School Administration Office to sign in. When working on an SBBC construction site owned by a general contractor, all work must be coordinated with the general contractor so as not to impede the progress of any construction activity.
- 8.3.16 SUB-CONTRACTORS:** An Awardee subcontracting is still responsible as the Prime Awardee for work performed to the satisfaction of SBBC. Proposer shall provide in their proposal the names, addresses and qualification of any sub-contractor. SBBC may require additional information on sub-contractors at a later date and reserves the right to reject any sub-contractor. No part of this contract may be sub-contracted or ownership transferred to any third party without the written approval of the Director of Procurement and Warehousing Services. Awardee must have the capability to perform all requirements of this RFP or Awardee may be held in default /cancellation of contract. SBBC shall not be liable to any third party, financially or contractually under this contract under any condition.
- 8.3.17 PROJECT TRACKING & PROGRESS REPORTING:** Awardee shall submit weekly progress reports to SBBC and/or its designees via email each Friday that contain at least:
- Work scheduled for the following week with estimated start dates
  - Work completed during the week with actual completion dates
  - Unforeseen delays / obstacles, other comments
- 8.3.18 UNIFORMS:** Awardee's installation personnel are required to wear uniforms that include shirts with the company's name prominently displayed while on SBBC premises.
- 8.3.19 SBBC BUILDING CODE AND PERMITTING REQUIREMENTS:** Awardee shall comply with SBBC Policy 7001 including obtaining permits from SBBC's Building Department. Awardee must follow all SBBC Building Department processes, guidelines and requirements. Additional information may be found at:  
<https://webappe.browardschools.com/buildingdepartment/>
- 8.3.19.1 Awardee shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, Division 17 design standards and SBBC building codes. Additional information about SBBC building design standards may be found at:  
<http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html>
- 8.3.19.2 After a permit is issued by SBBC Building Department, site-specific drawings must be completed for each site for application submittal for a site-specific permit used for inspection purposes. The current process includes, but is not limited to the following steps:
- Awardee prepares permit documentation, specifications, and engineering drawings required to apply for a Building Permit.
  - For a Master Building Permit, Awardee provides four (4) certified, signed and sealed copies (no smaller than 11"x17") of permitting documentation to the SBBC IT project representative to be submitted to SBBC's Building Department. Awardee is responsible for revisions, corrections or changes, if required. This Master Building Permit template can be used for multiple sites.

- c) Awardee provides & installs surge protection, grounding and any additional components required to complete installation as per Florida building code and SBBC Facilities and Construction Department design specifications.
- d) Awardee schedules inspection with SBBC's Building Department and is responsible for project until completed work passes inspection.
- e) Awardee must correct and complete any work found to be non-compliant by SBBC Building Department Inspectors.
- f) Awardee is responsible for re-inspection fee (assessed by SBBC) must any inspection fail.
- g) Awardee must provide a copy of the signed building permit, final drawings and passed final inspections to SBBC's IT Department prior to the processing of any invoice for payment

**8.3.20 ALTERNATIVE, EQUIVALENT PRODUCT:** The Excel spreadsheet contains a list of products and services for Proposer's to provide pricing (see [Attachment G](#) for additional details regarding the Excel file). Alternative, equivalent product(s) that meets or exceeds all functionality, performance requirements and SBBC's minimum requirements will be considered. All alternative pricing and/or product options must be accompanied by clear, detailed information, including side-by-side comparisons and any other information necessary to enable the District to determine if the alternative meets the District's needs and requirements, as set forth in this RFP. The District, at its sole discretion, shall determine if any alternative product options comply with the requirements of this RFP.

**8.4 GROUP 1 REQUIREMENTS (STRUCTURED CABLING):** In addition to requirements above for Group 1, all Sections of 8.4 contain minimum requirements that pertain specifically to Group 1.

**8.4.1 CERTIFICATION(S):** Proposer must provide documentation of their current certification, to install maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP and shall maintain such certification for the duration of the contract. Specific certification must include Legrand Certified Installer Plus or better and BICSI Corporate Membership number. Proposer must provide copies of current certificate(s) and BICSI registration number verifying that one or more Registered Communications Distribution Designer (RCDD) is currently employed by Proposer. Proposer must provide proof that 30% of their installers and technicians for all cabling installations are BICSI and Legrand Certified. During installation, a minimum of one (1) certified installer must be present. The 30% or better must be maintained for the term of the contract. Proposer must provide the names of technicians and copies of each technician's Legrand Certified Installer Plus and BICSI registered cabling installation certifications that will be assigned to SBBC during the term of the contract. Proposer, by submitting their proposal agree to maintain staffing that will always hold current certification throughout the term of this contract. SBBC reserves the right to request proof of manufacturer certifications at any time during the term of the contract.

**8.4.2 DESIGN CRITERIA:** All work must be performed and executed in compliance with SBBC Design Criteria and Division 17000 specifications as applicable. The latest version of this criteria can be retrieved by viewing Section 2A-8 Voice, Data, and Video Structured Cabling System Design Criteria at the following website:  
<http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html>

**8.4.3 AUDIO VISUAL LAYOUT DETAILS:** All SBBC Instructional Spaces Typical Layout Detail (for Wall Mount) and SBBC Instructional Spaces Typical Layout Detail (for Flat Panel) must adhere to the design criteria as depicted on the Facilities & Construction Management site, posted here:  
[http://www.broward.k12.fl.us/constructioncontracts/DesignStandards/Design\\_Criteria/SBBC%20AUDIO%20VISUAL%20LAYOUT%20DETAILS.pdf](http://www.broward.k12.fl.us/constructioncontracts/DesignStandards/Design_Criteria/SBBC%20AUDIO%20VISUAL%20LAYOUT%20DETAILS.pdf)  
Additionally, it is the Awardee's responsibility to confirm compliance with Facilities & Construction Management's requirements by periodically reviewing the above website.

**8.4.4 WARRANTY:** To ensure Limited Lifetime Certified Warranty Limited Lifetime Installation Warranty, all products must comply at a minimum with nCompass™ Cat6A Cabling System specifications and performance warranty coverage requirements. Awardee will be required to register with Legrand for the nCompass™ Warranty Certificate on all work completed. Awardee shall replace, free of charge for this period any cable, connector, or other component installed by the Awardee, which malfunctions. This warranty shall in no manner cover components that have been damaged or rendered to be unserviceable due to negligence, misuse, acts of vandalism, or tampering by personnel other than the Awardee's employees or agents.

**8.4.5 TRAINING:** Awardee must include one (1) four-hour session of hands-on training for any new model of AV or structured cabling systems purchased by SBBC. This training will be held at SBBC's IT Department for up to 15 SBBC personnel.

Topics shall focus on the network equipment, operations, network management, client utilization and any related topic determined by SBBC.

- 8.4.6 NEW CONSTRUCTION:** All new construction must have a minimum of Category 6A cabling or greater for copper cabling. The multimode fiber cabling is required to have a minimum of Category OM3 or greater.
- 8.4.7 EXISTING CONSTRUCTION:** Existing construction requiring more than 6 quad COs to be replaced shall be a minimum of Category 6A or greater. This requires termination elements to be rated to the category of 6A or greater. The multimode fiber cabling is required to have a minimum of Category OM3 or greater.
- 8.4.8 CERTIFIED PERSONNEL:** Awardee shall have certified field technicians, for SBBC to hire. Technicians must be capable of performing adds, moves, changes and routine maintenance services on the current and future install-base of cabling infrastructure. Awardee shall supply all Certified Maintenance and Support Technicians with all the appropriate equipment, tools, transportation and training to properly install and maintain District purchased structured cabling in accordance with the RFP terms specifications and conditions. All Certified Maintenance and Support Technicians will work under SBBC IT management.
- 8.5 GROUP 2 REQUIREMENTS (LAN & WIRELESS NETWORKS):** In addition to requirements stated above for Group 2, all sections of 8.5 contain minimum requirements that pertain specifically to Group 2.

## GENERAL REQUIREMENTS

- 8.5.1 NETWORK COMPONENTS SOLUTION:** Awardee shall provide all network components requested in this RFP, such as network switches, Wireless Access Points (AP), Uninterruptible Power Supply (UPS) Systems, Network Security Automation, Orchestration and Management Solution (NSAOM). Proposals that do not include a solution for all categories will not be accepted.
- 8.5.2 LIMITED LIFETIME HARDWARE WARRANTY:** All network switches and Access Points procured through this RFP must include a limited lifetime hardware warranty, limited to five (5) years from the end of the sale date announcement.
- 8.5.3 CERTIFICATION(S):** Proposer must provide verification of their company's current certification to install, maintain, and perform all warranty work as part of the scope of services and technical specifications stated within the RFP. Awardee shall not allow certification to lapse during term of contract. Certified means personnel working on equipment must hold in his/her possession a certificate of training stating the manufacturer has trained, and is authorized to install, maintain and perform warranty work on that manufacturer's equipment. Awardee must make available to SBBC systems engineers for Dedicated Technician Services that are fully certified and qualified to manage and maintain wired and wireless equipment and systems procured through this RFP award in ways that efficiently manage and maintain the install base and protect warranty coverage of systems.
- 8.5.4 REPAIRS:** The Awardee, after being notified, must have all needed repairs started within 4 business hours (business hours are defined as Monday through Friday, between the hours of 7:30 am to 5 pm). The local repair station must be staffed with in-house factory trained and certified personnel. The repair station must be authorized by the manufacturer. If the proposal submitted is from other than the manufacturer, then proof that the local repair station is authorized and certified by the manufacturer must be submitted with the RFP or upon request. For the purpose of this RFP "local" repair station means a location in Broward, Miami-Dade or Palm Beach County. Factory and or manufacturer-trained and certified means personnel working on equipment must hold in his/her possession a certificate of training stating manufacturer has trained and is authorized to install, maintain and perform warranty work on that manufacturer's equipment. Repairs can be made either at the school/department/center or at the local repair station. If repairs cannot be accomplished at the location, the Awardee is responsible for transporting equipment to and from the original location. Awardee is completely and solely responsible for the coordination and completion of all repairs, including pickup at site and reinstallation of any equipment. Upon request, equivalent loaner equipment will be made available if repairs cannot be completed at the location (school/department/center). Manufacturer's standard warranty must be provided on all RFP items. Warranty must begin after delivery and acceptance made by an authorized representative of the School Board. List warranty of all equipment proposed. Awardee must maintain an adequate supply of complement spare parts at their local service facility during warranty period to fulfill the guarantee of the items covered in this RFP.

- 8.5.5 All new network switches, as well as existing HP Aruba 5400R switches with v3 modules, must have the ability to dynamically enforce role-based access on individual ports during the device connectivity phase or later, based on control from the proposed NSAOM. Wireless Access Points must have the ability to dynamically enforce role-based access on WLAN during the device connectivity phase or later, based on control from NSAOM.
- 8.5.6 All ports on all new network switches and existing HP Aruba 5400R switches with v3 modules must have a unified light configuration that prevents unauthorized access to the environment when not connected. During the connectivity phase, all ports must first pass through a device identification process. If the proposed network solution is unable to detect the device during the connectivity phase, the device is treated as a guest device.
- 8.5.7 All new switches, new Access Points and existing HP Aruba 5400R switches with v3 modules must have the ability to centrally define policies based on roles, and must be applied uniformly across the WLAN and LAN. This eliminates the need to configure per-switch ACLs, VLANs and subnets.
- 8.5.8 The network solution must support network segmentation with no less than 20 VLANs per school.
- 8.5.9 The network solution must have the ability to dynamically place any client devices connected via WLAN on a new wireless access point, wired switch port on new switches or wired switch port on existing HP Aruba 5400R switches with v3 modules on a specified preconfigured VLAN, based on the solution's ability to identify a connected device based on any combination of the following parameters:
- a) Device - specific traffic patterns learned via provided Netflow information
  - b) Device - specific WMI information
  - c) Device - specific SNMP information
  - d) TCP/UDP port scanning information
  - e) ARP information learned from campus switches
  - f) Values in DHCP Option 55
  - g) DHCP Option values
  - h) Fingerprint information provided by site access switches – LLDP, DHCP, HTTP, CDP
  - i) Vendor MAC address information
  - j) Device Category
  - k) Device OS family
  - l) Device OS name
- 8.5.10 The NMS/NAC must include a minimum of one (1) full-time staff augmentation resource for the first year. The ability to increase this resource must be provided after the first year.
- 8.5.11 If the NMS/NAC Awardee is initially outsourced to SBBC, the Awardee must provide SBBC with an outsourcing price for informational purposes.

## **NETWORK SWITCHES MINIMUM REQUIREMENTS**

- 8.5.12 To guarantee solution stability, quality, sizing potential, proper level of support and needed feature set and future innovation, the manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports.
- 8.5.13 If switch stack is proposed, then all stacking modules, transceivers, and cables which are used for stacking must be included in the switch cost. Ports used to stack switches together in the stacking solution must not be counted against port requirements.
- 8.5.14 The switch stack in an IDF/MDF closet must be designed with the ability to add at least one extra switch in each stack to enable future port increase capability in the closet.
- 8.5.15 The chassis-based modular switch supporting over ten (10) modules in an IDF/MDF closet must be designed with the ability to add at least one extra port module in the chassis to enable future port increase capability in the closet.



- 8.5.16 If a single chassis-based modular switch of any size is deployed in an IDF/MDF closet, it must be designed to be able to add at least one extra port module in the chassis to ensure future port expansion capability in the closet.
- 8.5.17 All support, maintenance, management and monitoring licenses and subscriptions required for the network switch to be fully managed and monitored by the proposed Network Security Automation Orchestration and Management Solution must be included in the proposed pricing models to cover 1 year, 3 year, and/or 5 year contract term.
- 8.5.18 All 100/1000BaseT ports on all switches must support PoE+
- 8.5.19 Chassis-based modular switches must have the ability to have POE (Power Over Ethernet) multi-gigabit 2.5GBASE-T 802.3bz port modules in the same chassis with other types of port modules. Stack switches must have ability to have multi-gigabit 2.5GBASE-T 802.3bz port switches in the same stack with other types of port modules.
- 8.5.20 The power supply must be selected based on the assumption that up to 80% of all ports will run 802.3af class 3 devices (15W) to support the future increase of the PoE device count, as well as increase in PoE device consumption switches.
- 8.5.21 The Uninterruptable Power Solutions (UPS) must be selected based on switch (or switch stack) idle power consumption and the following PoE load assumptions must apply:
  - a) 10% of all 100/1000 Base-T Ports have 802.3af class 1 devices (4W+0.5W PoE tax)
  - b) 30% of all 100/1000 Base-T Ports have 802.3af class 2 devices (7W+1W PoE tax)
  - c) 7% of all 100/1000 Base-T Ports have 802.3af class 3 devices (15W+1.5W PoE tax)
  - d) 2% of all 100/1000 Base-T Ports have devices required full POE+ power (30W+2W PoE tax)
- 8.5.22 Pricing must include all licenses and subscriptions that are required for the network switch to fully function as layer 2 and layer 3 switch and enable all features during the entire contract duration.

## **WIRELESS ACCESS POINTS MINIMUM REQUIREMENTS**

### General Requirements for Indoor and (or) Outdoor Access Points

- 8.5.23 The equipment manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports.
- 8.5.24 Access Point (AP) must support 802.11ax Wi-Fi Standard
- 8.5.25 AP must have completed or in the process of completing Wi-Fi Certified 6 certification program from Wi-Fi Alliance
- 8.5.26 AP must have the ability to operate simultaneously at 2.4 and 5GH Wireless Bands
- 8.5.27 AP must have a minimum of two Wi-Fi Radios
- 8.5.28 AP must have a MultiGigabit Base-T Ethernet Port
- 8.5.29 AP must be capable of operating on POE+/802.3at power with all Wi-Fi features enabled without affecting client performance.
- 8.5.30 New wireless APs must be able to be deployed based on the DHCP IP assignment method and must not need fixed IP addresses for proper central management and full feature functionality.
- 8.5.31 APs must include a ceiling mounting kit in the price.

- 8.5.32 All support, maintenance, management and monitoring licenses and subscriptions which are required for the AP to be fully managed and monitored by the proposed Network Security Automation Orchestration and Management Solution, as well as required for the AP to fully function as part of the proposed Enterprise solution during the entire contract time duration, must be included in the proposed price.

Minimum Requirements for Indoor and (or) Outdoor Access Points for High-Density Areas

- 8.5.33 The AP must possess a minimum 4x4 MU-MIMO support type at 5GHz range
- 8.5.34 The AP must possess 256 minimum Client Capacity per radio

Minimum Requirements for Indoor and (or) Outdoor Access Points for not High-Density Areas

- 8.5.35 The AP must possess minimum 2x2 MU-MIMO support type at 5GHz range
- 8.5.36 The AP must possess 256 minimum Client Capacity per radio

Minimum Requirements for Indoor and (or) Outdoor Wi-Fi User Experience Sensor if Sensor is Proposed as Separate Device  
(Note: SBBC allows sensors to be integrated into AP as long as use of sensor does not affect AP primary functionality)

- 8.5.37 Sensor Radio must support 802.11ac Wi-Fi Standard
- 8.5.38 Must possess Dual Band Support (2.4GHz and 5GHz)
- 8.5.39 Must possess 1000 Base-T Ethernet
- 8.5.40 Must possess ability to work on 802.3at PoE+ power
- 8.5.41 Must support 802.1x Enterprise Authentication methods
- 8.5.42 Mounting kit to mount sensor on the wall and on ceiling must be included in proposed price
- 8.5.43 All support, maintenance, management and monitoring licenses and subscriptions which are required for Wi-Fi Sensor to be fully managed and monitored by the proposed Network Security Automation, Orchestration and Management Solution, as well as required for Wi-Fi Sensor to fully function as part of the proposed Enterprise solution during the entire contract time duration must be included in the proposed price.

**UNINTERRUPTIBLE POWER SUPPLY SYSTEMS MINIMUM REQUIREMENTS**

Technical Requirement for Single-Phase Uninterruptible Power Supply systems (1500VA to 2200VA) 120 Volt Units

**Note:** SBBC is not requesting models under 1500VA and/or above 2200VA to meet requirements below. As long as models 1500VA to 2200VA meet listed requirements SBBC will accept all other UPS products from the same vendor and same product line.

- 8.5.44 Awardee must serve all Broward County Schools and administrative locations. . Installation services must include mounting and device provisioning. Device provisioning is to include deploying school board-provided device configuration, application of software / firmware updates, and the addition of the device to management system. Installers must possess basic network knowledge of TCP/IP v4 to locate the next available IP address within the IP subnet range provided by SBBC.
- 8.5.45 The UPS system manufacturer must be certified to ISO 9001:2000
- 8.5.46 UPS devices must be compliant with the following standards - the Restriction of Hazardous Substances Directive (RoHS), UL 1778, c-UL-us Listed, FCC Part 15, Class B, Procedure 1A Certification.
- 8.5.47 UPS device must be line-interactive or double conversion system type.

- 8.5.48 UPS device must have operating temperature ranging from 0C (32F) to 40C (104F).
- 8.5.49 UPS device Output AC power must possess pure sinewave form in Normal and In Battery modes of operation.
- 8.5.50 Line Interactive UPS device must possess Automatic Voltage Regulation (AVR)/Boost mode. In this mode, the UPS input is plugged in, but the voltage source is abnormally low (brown-out). The UPS automatically corrects the low voltage and allows the outlets to be on with the normal, expected voltage. The internal batteries are charging in this mode.
- 8.5.51 UPS device must have Input Power Cord at least 6ft in length with NEMA 5-15, 5-20 or 5-30 connector.
- 8.5.52 UPS device must have at least six Output Receptacles NEMA5-15R or NEMA5-20R. At least three out of six Output Receptacles must be controllable. In group control is acceptable.
- 8.5.53 UPS device must have typical transfer time under 10ms and maximum transfer time under 13ms.
- 8.5.54 UPS device must have ability to tune maximum transfer time to be under 11ms.
- 8.5.55 Noise generated by the UPS during normal operation must not exceed the following values when measured at 1 meter from the surface of the UPS. In normal mode unit measures 42dB max, and in battery-mode 56dB max.
- 8.5.56 UPS device must be Energy Star Certified.
- 8.5.57 UPS device must possess recharge time of not more than 5 hours to recover 90% (measured without external battery cabinet attached).
- 8.5.58 UPS device Output Voltage Regulation must be  $\pm 5\%$  from the selected configuration settings value while UPS is operating on battery.
- 8.5.59 UPS device Frequency Regulation must be  $\pm 3\text{Hz}$  of normal while UPS is operating on battery.
- 8.5.60 UPS device must be able to withstand an electrostatic discharge compliant to ANSI C62.41 Category A, Level 3 without damage and without affecting the connected load.
- 8.5.61 UPS device must have surge energy rating at least of 400 joules.
- 8.5.62 Awardee must warrant the UPS against defects in materials and workmanship for a minimum of five (5) years. The warranty shall cover all parts, batteries, and the cost of shipping for a defective UPS during the entire warranty period.
- 8.5.63 The UPS device must be capable of supplying power for overloads exceeding 100% and up to 105% of full load rating, continuously. A visual indicator and audible alarm must indicate overload operation. For greater current demands, the UPS must employ a circuit protector and electronic current-limiting protection to prevent damage to components. The UPS device must be self-protected against any magnitude of connected output overload.
- 8.5.64 To prevent battery damage due to excessive discharge levels, the UPS control logic must automatically monitor the battery voltage and load level and switches off the output at the predetermined battery shutdown voltage set point.
- 8.5.65 The UPS device must include an intuitive LCD display capable of communicating the UPS status and operating conditions. Typical UPS performance metrics must be visible on the screen and include, but not limited to, Load, Battery Capacity, Event Notification and Local Alarm. The local Human Machine Interface (HMI) must be capable of basic configuration settings by the user.
- 8.5.66 The UPS device must have the ability to easily silence "ON Battery" Alarm via HMI.
- 8.5.67 The UPS device must have the ability to accept external battery cabinets for long runtime applications
- 8.5.68 The UPS device must have at least 0.8 output power factor value.

- 8.5.69 The UPS device must support SNMPv3, SSH and SSL communications protocols.
- 8.5.70 The UPS device must have the ability to utilize RADIUS method of login authentication
- 8.5.71 The UPS device must have the ability to provide, via SNMP, query information about UPS serial number, current device status, load conditions, estimated run time on battery, current battery condition and power line quality.
- 8.5.72 The UPS device must have the ability to set (write) SNMP objects to initiate unit self-test and set input sensitivity levels.
- 8.5.73 The UPS device must have the ability to send SNMP traps for different events.
- 8.5.74 The UPS device must have the ability to perform automatic self-tests based on a user defined schedule.
- 8.5.75 The UPS device must have the ability to initiate a self-test via remote command or via HMI.
- 8.5.76 The UPS device must have operational mode in which the device will automatically enable output power after Input power will be restored.
- 8.5.77 The UPS device must have the ability to do network card firmware upgrade without dropping UPS load during upgrade process.
- 8.5.78 The UPS device must have the ability to reboot network card without dropping load on UPS.
- 8.5.79 The UPS device must have the ability to sync time with NTP for network management card. All log timestamps must be in sync with time server.
- 8.5.80 The UPS device must have an automatic bypass feature to bypass the battery if the UPS detects a critical issue with the battery.
- 8.5.81 The UPS device must have the ability to mount in the rack or be installed as a tower without purchasing additional mounting hardware.
- 8.5.82 UPS device must utilize relatively easy battery replacement procedure which can be done by SBBC Physical Plant Operations (PPO) personnel without going through additional vendor certification.

#### **NETWORK SECURITY AUTOMATION, ORCHESTRATION AND MANAGEMENT SOLUTION (NSAOMS) MINIMUM REQUIREMENTS**

General and K12 Specific Design Criteria NSAOMS design must consider the following K-12 environment specifics which exist in SBBC. NSAOMS must be sized to support such peaks without noticeable delays on the user side.

- A. At the conclusion of the school day, up to 85 percent of all devices are disconnected from the network and simultaneously reconnected to the network the next day, creating a noticeable peak activity time at the beginning of the day for protocols responsible for device attachment to the network.
- B. The solution must support an environment where thousands of devices simultaneously wake up from sleep mode and cause noticeable peak activity for protocols responsible for device attachment to the network.
- C. The five (5) year projection is 660,000 devices. Due to known peaks 80% from the total amount of devices must be used as the maximum supported concurrent session's number in a proposed NSAOMS. Within the next 3-5 years, 528,000 devices must be used as the maximum supported concurrent session number in a NSAOMS solution.
- D. SBBC's three (3) year projection for unmanaged District-owned devices, which may not support 802.1x and require advanced mechanism of device identification is 115,000 devices. The five (5) year projection is 140,000.

- E. NSAOMS may be either hardware appliances or virtual deployment running on VMware ESXi 6.5+. Proposers offering virtual deployment must not include compute resources cost in the price, but must include compute resources requirement information needed to run the solution.

#### NSAOMS General Requirements

- 8.5.83 NSAOMS equipment manufacturer must be the same manufacturer as the equipment proposed for Wired or Wireless Networking Equipment.
- 8.5.84 The NSAOMS equipment manufacturer must be recognized by Gartner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports.
- 8.5.85 NSAOMS must be designed not to experience over 30 seconds service interruption if a single server or component fails or stops functioning. Service or role recovery must occur automatically during component failure.
- 8.5.86 NSAOMS must be designed not to lose more than 20% in required sizing variables if a single server or component fails or stops functioning. For example - if the maximum concurrent sessions number supported by the proposed NSAOMS is 530,000, then during a single component failure, the solution must still support 424,000 concurrent sessions.
- 8.5.87 All new network switches and wireless access points must be able to be fully pre-configured before deployment in NSAOMS. During physical deployment, the device which is configured for the DHCP IP address must pull individual specific configuration from NSAOMS over the network and become fully functional without the installation team performing additional configuration steps.
- 8.5.88 All new network switches and all new wireless access points must support a self-provisioning deployment. Devices are to be pre-configured in NSAOMS before deployment and automatically pull configuration from the central management solution during the first connection to the SBBC network.
- 8.5.89 NSAOMS must support PEAP EAP-MSCHAPv2, EAP-TLS, PAP EAP-GTC, EAP-TTLS and EAP-GTC methods.
- 8.5.90 NSAOMS must support the mechanism to dynamically update an active client session with a new user policy that is sent in RADIUS packets (such as Change-of-Authorization attribute).
- 8.5.91 In order to dynamically place some District-owned devices, which are not supporting 802.1x on needed network segment, NSAOMS must have a traffic pattern learning mechanism that is based on the flow collection method, and the ability to make decisions based on identified traffic patterns.  
For example, some Interactive Monitors used in education have an Android-based OS, but must be separated from regular Android-based smartphones, based on traffic from them to specific centralized cloud-based management system. The proposed NSAOMS must be able to accomplish such a task, and place devices correctly on the proper network segments. NSAOMS can utilize either an existing SBBC flow solution or have a flow collector as part of NSAOMS. SBBC's three (3) year projection for total flows per second is 100,000. The five-year projection is 150,000 flows per second.
- 8.5.92 Wireless guest solution must support true SMS messaging, which works without asking carrier information from guests.
- 8.5.93 NSAOMS must be able to send a copy of Radius Accounting Information, which is received from existing and new switches and Access Points to an SBBC-owned security solution (FortiAuthenticator).

NSAOMS Sizing Design Requirements The Network Security Automation, Orchestration and Management Solution sizing must be done based on the following metrics:

- 8.5.94 NSAOMS must support up to 530,000 concurrent devices/sessions.
- 8.5.95 The solution design must have room for growth to later support up to 660,000 concurrent devices/sessions, by adding additional appliances or virtual hardware.

- 8.5.96 NSAOMS must support up to 140,000 devices which do not support 802.1x, and will require an advanced method of identification.
- 8.5.97 The NSAOMS component, which performs identification based on flows tracking information, must support up to 150,000 flows per second.
- 8.5.98 The solution must be able to centrally manage all existing and new Access Points and switches, while scaling to support up to 120% from the currently proposed amount of access points and switches by adding additional appliance or virtual hardware.
- 8.5.99 The solution must support automatic provisioning deployment for new Access Points with bulk information input for up to 200 new Access Points at a time.

Requirements for RADIUS Component of NSAOMS

- 8.5.100 RADIUS Component of the solution must support up to the following amount of authentications per second for the different methods listed below:
  - a) Up to 3000 PAP EAP-GTC Active Directory authentications per second.
  - b) Up to 3000 PEAP Active Directory authentications per second.
  - c) Up to 2500 PEAP EAP-MSCHAPv2 Active Directory authentications per second.
  - d) Up to 3000 AP-TTLS EAP-GTC Active Directory authentications per second.
  - e) Up to 2500 EAP-TLS Active Directory authentications per second.

NSAOMS' Ability to Manage and Control Access on SBBC's Existing Networks Switches The proposed NSAOMS must be able to perform the following functions with existing SBBC-owned HP Aruba 5400R switches with v3 modules.

- 8.5.101 NSAOMS must be able to manage existing HP Aruba 5400R switches with v3 modules, so the SBBC team is able to deploy the same network access policies across the entire switching environment.
- 8.5.102 For 802.1x clients, NSAOMS must be able to control the switch to the point of placing clients on a specific pre-configured VLAN, and change placement based on additional information collected by NSAOMS later.
- 8.5.103 Based on an 802.1x client request and additional information, an HP Aruba 5400R switch with v3 modules can provide NSAOMS, which must order switch which a preconfigured local user role client must be assigned.
- 8.5.104 The proposed NSAOMS must be able to perform the same functions as existing SBBC-owned Aerohive/Extreme Access Points models.
- 8.5.105 Based on 802.1x client request and by utilizing Radius Vendor Specific Attributes, NSAOMS must order the Access Point to configure a wireless client based on a locally-configured user group.

## **SECTION 9 – FORMS AND ATTACHMENTS**


Please fill out attachments below and submit with your proposal. Some attachments must be notarized.

## ATTACHMENT A – S/M/WBE FORMS


The following forms are due (if applicable) at the time of Bid submittal:

(forms referenced below can be obtained on our website at: <https://www.browardschools.com/Page/32118> )

1. Statement of Intent (To Perform as an S/M/WBE Subcontractor) (Form preview follows)

 <b>Procurement &amp; Warehousing Services</b> Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00470 Attachment _____
<b>STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR</b>		
SOLICITATION #: _____		
CONTRACT #: _____		
A signed <i>Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor</i> form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the <i>S/M/WBE Subcontractor Participation Schedule</i> .		
<b>STATEMENT OF INTENT</b>		
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity		

2. Small/Minority/Women-Owned Business Enterprise Subcontractor Participation Schedule (Form preview follows)


 <b>Procurement &amp; Warehousing Services</b> Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00475 Attachment _____
<b>SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE</b>		
DATE: _____		
<b>SOLICITATION INFORMATION</b>		
Contract #:	Project Start Date:	
Project Name:		
Project Location:		
Bidder/Proposer:		

3. S/M/WBE Participation Good Faith Effort Form (Form preview follows)

 <b>Procurement &amp; Warehousing Services</b> Supplier Diversity Outreach Program Broward County Public Schools		<b>S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM</b>
DATE: _____		
<b>CONTACT INFORMATION</b>		
Solicitation Title:		
Solicitation #:		
Prime Contractor:		

The following form is due (if applicable) after Bid has been awarded:

1. S/M/WBE Monthly Subcontractor Utilization Report (Form preview follows)

 <b>Procurement &amp; Warehousing Services</b> Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00485 Attachment _____	
<b>S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT</b>			
<b>SECTION I - GENERAL INFORMATION</b>			
Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:
<b>SECTION II - UTILIZATION INFORMATION</b>			
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.			
	FEDERAL	S/M/WBE	TOTAL
			AMOUNT PAID

- SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: <http://www.browardschools.com/sdop>
- SDOP website with list of Certified S/M/WBE Vendors: <https://www.browardschools.com/Page/32119>



## ATTACHMENT B – CONFLICT OF INTEREST

### MUST BE COMPLETED BY ALL PROPOSERS

#### DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

## ATTACHMENT C – FLORIDA BIDDER'S PREFERENCE

### MUST BE COMPLETED BY ALL BIDDERS

#### LEGAL OPINION OF BIDDER'S PREFERENCE

Proposer (Firm) Name: \_\_\_\_\_

Identify the state in which the Bidder has its principal place of business: \_\_\_\_\_

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

**INSTRUCTIONS:** If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

**IF** your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.

#### OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

*(To be completed by the Attorney for an Out-of-State Bidder)*

**NOTICE:** Section 287.084(2), Florida Statutes, provides that "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 [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

#### LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

*(Please Select One)*

\_\_\_\_\_ The Bidder's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

\_\_\_\_\_ The Bidder's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:  
\_\_\_\_\_  
\_\_\_\_\_

#### LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

*(Please Select One)*

\_\_\_\_\_ The Bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

\_\_\_\_\_ The Bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:  
\_\_\_\_\_  
\_\_\_\_\_

Signature of out-of-state Bidder's attorney: \_\_\_\_\_

Printed name of out-of-state Bidder's attorney: \_\_\_\_\_

Address out-of-state Bidder's attorney: \_\_\_\_\_

Telephone number out-of-state Bidder's attorney: \_\_\_\_\_

E-Mail address out-of-state Bidder's attorney: \_\_\_\_\_

Attorney's state(s) of bar admission: \_\_\_\_\_

## ATTACHMENT D – DEBARMENT

### **MUST BE COMPLETED BY ALL PROPOSERS**

#### **CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

#### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)**

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

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Organization Name

---

Name(s) and Title(s) of Authorized Representative(s)

---

Signature(s)

---

Date

## INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT D

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, must the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
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 voluntary 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.

## ATTACHMENT E – GROUP 1 CUSTOMER REFERENCES

**MUST BE COMPLETED BY ALL GROUP 1 STRUCTURED CABLING PROPOSERS**

**Proposer (Firm) Name:** \_\_\_\_\_

Provide references below as required in Section 4.2.3

CUSTOMER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

## ATTACHMENT E – GROUP 2 CUSTOMER REFERENCES

**MUST BE COMPLETED BY ALL GROUP 2 LOCAL AREA NETWORKS, WIRELESS LOCAL AREA NETWORKS PROPOSERS**

**Proposer (Firm) Name:** \_\_\_\_\_

Provide references below as required in Section 4.2.3

CUSTOMER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

CUSTOMER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

## ATTACHMENT F – SUPPLIER REFERENCES

**MUST BE COMPLETED BY ALL PROPOSERS**

**Proposer (Firm) Name:** \_\_\_\_\_

Provide references below as required in Section 4.2.4

SUPPLIER REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	

SUPPLIER REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Length of Service:	



## ATTACHMENT G – EXCEL SPREADHSEETS

**SPREADSHEET:** Proposer **must** fill out the Excel attachments electronically. No handwritten summary sheets will be accepted. Complete the Excel files and submit in .xls type format with your proposal response on the flash drive.

This RFP contains two (2) groups. Each group has an accompanying Excel Spreadsheet available for download via DemandStar or the E-rate Productivity Center (EPC). Each spreadsheet contains multiple tabs. Carefully review each tab to ensure all required content is populated.

Proposers must submit pricing for all items requested. Failure to include a price offer for each and every item included on the pricing sheet will be construed by SBBC to indicate that the Proposer is unable to provide that item (with the exception as those identified as “for information purposes only”). Additionally, the omission of a price offer for any item listed on the pricing sheet will eliminate the possibility of scoring this Section equitably among multiple Proposers. For these two reasons, any proposal that does not contain a price offer for each line item listed, will result in a rejection of the entire proposal by SBBC as being incomplete and non-responsive. Cells marked “For Information Purposes Only” are not used for scoring purposes.

The quantities listed on the Excel pricing sheets are estimated quantities to be ordered throughout the contract period and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one item each may be ordered at one time.

**NOTE:** Carefully review each tab to ensure all applicable spaces are completed. The following is a list of all tabs along with screenshots.

**Pricing shall include both installed and non-installed options as indicated on the Excel pricing file.**

### Group 1 Excel Spreadsheet contains 4 tabs:

GROUP 1 Excel Document Tab 1: Company Representative (screenshot of tab follows)

GROUP 1 Excel Document Tab 2: SOW Response (screenshot of tab follows)

GROUP 1 Excel Document Tab 3: Pricing with Installation (screenshot of tab follows)

Procurement & Warehousing Services Broward County Public Schools							Bid # FY21-039 - GROUP 1 Structured Cabling and Networking (E-rate)	
<b>PRICING WITH INSTALLATION</b>								
Instructions to Proposer: 1) If providing the exact brand & description listed in column B below, then enter unit price in column F. 2) If providing an equivalent, alternative product, enter complete description in column C, item or part number in column D and price in column F. Provide additional specification information with your response.								
PRODUCT OR SERVICE DESCRIPTION	ALTERNATIVE OPTION DESCRIPTION	ALTERNATIVE ITEM #	QTY	UNIT PRICE	EXTENDED			
Category 6 Communications Outlet (CO) includes: Essex CAT6 CMP cable, Legrand Clarity Jack, Legrand Faceplate, Legrand Icons, termination, testing, labeling, installed								
Quad Communication Outlet (CO) (based on 180' avg)			177		\$0.00			
Quad Communication Outlet (CO) (based on 250' avg)			49		\$0.00			
<div> <div>Company Representative</div> <div>SOW Response</div> <div><b>Pricing with Installation</b></div> <div>Pricing without Installation</div> </div>								

GROUP 1 Excel Document Tab 4: Pricing without Installation (screenshot of tab follows)

Procurement & Warehousing Services Broward County Public Schools							Bid # FY21-039 - GROUP 1 Structured Cabling and Networking (E-rate)	
<b>PRICING WITHOUT INSTALLATION (for informational purposes only)</b>								
Instructions to Proposer: 1) If providing the exact brand & description listed in column B below, then enter unit price in column F. 2) If providing an equivalent, alternative product, enter complete description in column C, item or part number in column D and price in column F. Provide additional specification information with your response.								
PRODUCT OR SERVICE DESCRIPTION	ALTERNATIVE OPTION DESCRIPTION	ALTERNATIVE ITEM #	QTY	UNIT PRICE	EXTENDED			
Essex CAT6 CMP Cable per foot Part # 66-240-7B			1000		\$0.00			
Essex CAT6 Gel-Filled Cable per foot Part # 04-001-68			1000		\$0.00			
Legrand Clarity Series II CAT6 Jack Part # OR-S22600			100		\$0.00			
Legrand Clarity CAT6 T-Tool Jack Part # OR-TJ1000			100		\$0.00			
<div> <div>Company Representative</div> <div>SOW Response</div> <div>Pricing with Installation</div> <div><b>Pricing without Installation</b></div> </div>								

Group 2 Excel Spreadsheet contains 25 tabs:

GROUP 2 Excel Document Tab 1: Company Representative (screenshot of tab follows)

Procurement & Warehousing Services Broward County Public Schools		Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)	
<b>GROUP 2 COMPANY REPRESENTATIVES</b>			
Complete all tabs and submit electronic (.xls) and printed copy with your proposal.			
Company Name:			
Sales Representative Name:			
Sales Representative Email:			
<div> <div><b>Company Representative</b></div> <div>SOW Checklist</div> <div>Price Summary</div> <div>NMS</div> <div>Wireless</div> <div>Type1</div> <div>Type2</div> </div>			

GROUP 2 Excel Document Tab 2: SOW Checklist (screenshot of tab follows)

Procurement & Warehousing Services Broward County Public Schools				Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)	
<b>SOW Checklist - SCOPE OF WORK &amp; PERFORMANCE SPECIFICATION CHECKLIST</b>					
Instructions to Proposer: 1) Read Section 4 and Section 8 of the RFP. 2) Respond to every item listed below to indicate your firm's ability to meet the requirement. Use the pull down option in Column E. 3) Use comments field (Column F) if needed. If option in Column E selected includes "with stated deviation" leave specific details regarding deviation in Column F.					
Section	Requirement	Checklist	Proposer Comments		
	Account Representation: Proposers shall designate one point of contact for communications with Broward Schools. A resume of this individual must be submitted with the proposal.				
<div> <div>Company Representative</div> <div>SOW Checklist</div> <div>Price Summary</div> <div>NMS</div> <div>Wireless</div> <div>Type1</div> <div>Type2 ...</div> </div>					


GROUP 2 Excel Document Tab 3: Price Summary (screenshot of tab follows)

Procurement & Warehousing Services Broward County Public Schools				Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)	
<b>PRICE SUMMARY SHEET</b>					
Notes to Proposer: This sheet contains formulas that will automatically populate as each tab within this workbook is completed.					
Total Cost Installed for Network Equipment, Wireless Access points and Network Security Automation, Orchestration and Management Solution (This amount will be used for scoring purposes ----->)					\$0.00
<b>Networking Equipment In Closets</b>					
Minimum Port Requirements			Equipment		
<div> <div>Company Representative</div> <div>SOW Checklist</div> <div>Price Summary</div> <div>NMS</div> <div>Wireless</div> <div>Type1</div> <div>Type2 ...</div> </div>					


GROUP 2 Excel Document Tab 4: NMS (screenshot of tab follows)

Procurement & Warehousing Services Broward County Public Schools				NMS - Network Security Automation, Orchestration and Management	
Instructions to Proposer: 1) Proposer needs to complete cells below in grey. 2) Some cells utilize pull-down menus to select appropriate response.					
<b>Sample Design based on HPE Aruba Hardware</b>					
Item Description	Device Type	Notes/	Alternative Equipment Part	Alternative Equipment Option	Unit Cost
<div> <div>Company Representative</div> <div>SOW Checklist</div> <div>Price Summary</div> <div>NMS</div> <div>Wireless</div> <div>Type1</div> <div>...</div> </div>					


GROUP 2 Excel Document Tab 5: Wireless (screenshot of tab follows)

B	C	D	E
 <b>Procurement &amp; Warehousing Services</b> Broward County Public Schools			
		Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)	
<b>Wireless Equipment Requirements:</b>			
Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cells in grey			
<b>All suggested products must meet all minimum requirements presented in this RFP</b>			
<b>Notes</b>		<b>Checklist</b>	<b>Notes</b>
The Mounting kit to mount the Access Point on the ceiling must be included in the proposed price			
<small>All support, maintenance, management and monitoring licenses and subscriptions which are required for the AP to be fully managed and monitored.</small>			
Company Representative   SOW Checklist   Price Summary   NMS   <b>Wireless</b>   Type1   ... (+)			


GROUP 2 Excel Document Tab 6: Type 1 (screenshot of tab follows)

C	D	E	F
 <b>Procurement &amp; Warehousing Services</b> Broward County Public Schools			
		Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)	
<b>MDF/IDF Type-1 Closet Requirements:</b>			
Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
<b>Design Requirements</b>		<b>Checklist</b>	<b>Notes</b>
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			
Company Representative   SOW Checklist   Price Summary   NMS   Wireless   <b>Type1</b>   ... (+)			


GROUP 2 Excel Document Tab 7: Type 2 (screenshot of tab follows)

B	C	D	E
 <b>Procurement &amp; Warehousing Services</b> Broward County Public Schools			
		Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)	
<b>MDF/IDF Type-2 Closet Requirements:</b>			
Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
<b>Design Requirements</b>		<b>Checklist</b>	<b>Notes</b>
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			
...   SOW Checklist   Price Summary   NMS   Wireless   Type1   <b>Type2</b>   Type3   Type4   ... (+)			


GROUP 2 Excel Document Tab 8: Type 3 (screenshot of tab follows)

B	C	D	E
 <b>Procurement &amp; Warehousing Services</b> Broward County Public Schools			
		Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)	
<b>MDF/IDF Type-3 Closet Requirements:</b>			
Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
<b>Design Requirements</b>		<b>Checklist</b>	<b>Notes</b>
Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			
...   SOW Checklist   Price Summary   NMS   Wireless   Type1   Type2   <b>Type3</b>   Type4   ... (+)			


GROUP 2 Excel Document Tab 9: Type 4 (screenshot of tab follows)

	B	C	D	E
1	 Procurement & Warehousing Services			
2	Broward County Public Schools			Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)
3	MDF/IDF Type-4 Closet Requirements:			
4	Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
6	Design Requirements		Checklist	Notes
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			
◀ ▶ ... SOW Checklist Price Summary NMS Wireless Type1 Type2 Type3 Type4 ... Ⓡ ⏪				


GROUP 2 Excel Document Tab 10: Type 5 (screenshot of tab follows)

	B	C	D	E
1	<div>Procurement &amp; Warehousing Services</div>			
2	Broward County Public Schools			
	Bid # FY21-039 - GROUP 2			
	Structured Cabling and Networking (E-rate)			
3	MDF/IDF Type-5 Closet Requirements:			
4	Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
6	Design Requirements		Checklist	Notes
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			
<div><div>Price Summary</div><div>NMS</div><div>Wireless</div><div>Type1</div><div>Type2</div><div>Type3</div><div>Type4</div><div>Type5</div><div>Type6</div><div>Type7</div><div>Type8</div><div>Type9</div><div>...</div><div>+</div><div>:</div><div>◀</div><div></div></div>				

GROUP 2 Excel Document Tab 11: Type 6 (screenshot of tab follows)


	B	C	D	E
1	 Procurement & Warehousing Services			
2	Broward County Public Schools			Bid # FY21-039 - GROUP 2
3	Structured Cabling and Networking (E-rate)			
3	MDF/IDF Type-6 Closet Requirements:			
4	Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
6	Design Requirements			Checklist
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			Notes
<div>◀ ▶ ... Type3 Type4 Type5 Type6 Type7 Type8 Type9 Type10 Type11 Type12 Type13 Type15 ...</div>				

GROUP 2 Excel Document Tab 12: Type 7 (screenshot of tab follows)


	B	C	D	E
1	 Procurement & Warehousing Services			Bid # FY21-039 - GROUP 2
2	Broward County Public Schools			Structured Cabling and Networking (E-rate)
3	MDF/IDF Type-7 Closet Requirements:			
4	Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
6	Design Requirements		Checklist	Notes
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			
	Type6	Type7	Type8	Type9
	Type10	Type11	Type12	Type13
	Type15	Type14	Type16	Type17
	... (+) : ◀			




GROUP 2 Excel Document Tab 13: Type 8 (screenshot of tab follows)

	B	C	D	E
1	 <b>Procurement &amp; Warehousing Services</b>			
2	Broward County Public Schools		Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)	
3	<b>MDF/IDF Type-8 Closet Requirements:</b>			
4	Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
6	<b>Design Requirements</b>		<b>Checklist</b>	<b>Notes</b>
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			
<div> <span>◀ ▶ ...</span> <span>Type6</span> <span>Type7</span> <span style="background-color: #90EE90;">Type8</span> <span>Type9</span> <span>Type10</span> <span>Type11</span> <span>Type12</span> <span>Type13</span> <span>Type15</span> <span>Type14</span> <span>Type16</span> <span>Type17</span> <span>...</span> <span>+</span> <span>:</span> <span>◀ ▶</span> </div>				


GROUP 2 Excel Document Tab 14: Type 9 (screenshot of tab follows)

	B	C	D	E
1	 <b>Procurement &amp; Warehousing Services</b>			
2	Broward County Public Schools		Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)	
3	<b>MDF/IDF Type-9 Closet Requirements:</b>			
4	Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
6	<b>Design Requirements</b>		<b>Checklist</b>	<b>Notes</b>
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			
<div> <span>◀ ▶ ...</span> <span>Type8</span> <span style="background-color: #90EE90;">Type9</span> <span>Type10</span> <span>Type11</span> <span>Type12</span> <span>Type13</span> <span>Type15</span> <span>Type14</span> <span>Type16</span> <span>Type17</span> <span>Type18</span> <span>Type19 ...</span> <span>+</span> <span>:</span> <span>◀ ▶</span> </div>				


GROUP 2 Excel Document Tab 15: Type 10 (screenshot of tab follows)

	B	C	D	E
1	 <b>Procurement &amp; Warehousing Services</b>			
2	Broward County Public Schools		Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)	
3	<b>MDF/IDF Type-10 Closet Requirements:</b>			
4	Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
6	<b>Design Requirements</b>		<b>Checklist</b>	<b>Notes</b>
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			
<div> <span>◀ ▶ ...</span> <span>Type8</span> <span>Type9</span> <span style="background-color: #90EE90;">Type10</span> <span>Type11</span> <span>Type12</span> <span>Type13</span> <span>Type15</span> <span>Type14</span> <span>Type16</span> <span>Type17</span> <span>Type18</span> <span>Type19 ...</span> <span>+</span> <span>:</span> <span>◀ ▶</span> </div>				


GROUP 2 Excel Document Tab 16: Type 11 (screenshot of tab follows)

	B	C	D	E
1	 <b>Procurement &amp; Warehousing Services</b>			
2	Broward County Public Schools		Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)	
3	<b>MDF/IDF Type-11 Closet Requirements:</b>			
4	Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
6	<b>Design Requirements</b>		<b>Checklist</b>	<b>Notes</b>
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			
<div> <span>◀ ▶ ...</span> <span>Type8</span> <span>Type9</span> <span>Type10</span> <span style="background-color: #90EE90;">Type11</span> <span>Type12</span> <span>Type13</span> <span>Type15</span> <span>Type14</span> <span>Type16</span> <span>Type17</span> <span>Type18</span> <span>Type19 ...</span> <span>+</span> <span>:</span> <span>◀ ▶</span> </div>				


GROUP 2 Excel Document Tab 17: Type 12 (screenshot of tab follows)

	B	C	D	E
1	 <b>Procurement &amp; Warehousing Services</b>			
2	Broward County Public Schools <span style="float: right;">Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)</span>			
3	<b>MDF/IDF Type-12 Closet Requirements:</b>			
4	Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
6	<b>Design Requirements</b>		<b>Checklist</b>	<b>Notes</b>
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			
<div> <span>...</span> <span>Type10</span> <span>Type11</span> <span style="background-color: #0056b3; color: white;">Type12</span> <span>Type13</span> <span>Type15</span> <span>Type14</span> <span>Type16</span> <span>Type17</span> <span>Type18</span> <span>Type19</span> <span>Type20</span> <span>+</span> </div>				


GROUP 2 Excel Document Tab 18: Type 13 (screenshot of tab follows)

	B	C	D	E
1	 <b>Procurement &amp; Warehousing Services</b>			
2	Broward County Public Schools <span style="float: right;">Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)</span>			
3	<b>MDF/IDF Type-13 Closet Requirements:</b>			
4	Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
6	<b>Design Requirements</b>		<b>Checklist</b>	<b>Notes</b>
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			
<div> <span>...</span> <span>Type10</span> <span>Type11</span> <span>Type12</span> <span style="background-color: #0056b3; color: white;">Type13</span> <span>Type15</span> <span>Type14</span> <span>Type16</span> <span>Type17</span> <span>Type18</span> <span>Type19</span> <span>Type20</span> <span>+</span> </div>				

GROUP 2 Excel Document Tab 19: Type 14 (screenshot of tab follows)


	B	C	D	E
1	 <b>Procurement &amp; Warehousing Services</b>			
2	Broward County Public Schools <span style="float: right;">Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)</span>			
3	<b>MDF/IDF Type-14 Closet Requirements:</b>			
4	Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
6	<b>Design Requirements</b>		<b>Checklist</b>	<b>Notes</b>
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			
<div> <span>...</span> <span>Type10</span> <span>Type11</span> <span>Type12</span> <span>Type13</span> <span style="background-color: #0056b3; color: white;">Type14</span> <span>Type15</span> <span>Type16</span> <span>Type17</span> <span>Type18</span> <span>Type19</span> <span>Type20</span> <span>+</span> </div>				

GROUP 2 Excel Document Tab 20: Type 15 (screenshot of tab follows)


	B	C	D	E
1	 <b>Procurement &amp; Warehousing Services</b>			
2	Broward County Public Schools <span style="float: right;">Bid # FY21-039 - GROUP 2 Structured Cabling and Networking (E-rate)</span>			
3	<b>MDF/IDF Type-15 Closet Requirements:</b>			
4	Instructions to Proposer: 1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement 2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses 3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes 4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design			
6	<b>Design Requirements</b>		<b>Checklist</b>	<b>Notes</b>
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.			
<div> <span>...</span> <span>Type10</span> <span>Type11</span> <span>Type12</span> <span>Type13</span> <span style="background-color: #0056b3; color: white;">Type15</span> <span>Type14</span> <span>Type16</span> <span>Type17</span> <span>Type18</span> <span>Type19</span> <span>Type20</span> <span>+</span> </div>				




GROUP 2 Excel Document Tab 21: Type 16 (screenshot of tab follows)

		B	C	D	E
1		<b>Procurement &amp; Warehousing Services</b>		Bid # FY21-039 - GROUP 2	
2		Broward County Public Schools		Structured Cabling and Networking (E-rate)	
3	<b>MDF/IDF Type-16 Closet Requirements:</b>				
4	<p>Instructions to Proposer:</p> <p>1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement</p> <p>2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses</p> <p>3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes</p> <p>4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design</p>				
6	<b>Design Requirements</b>			<b>Checklist</b>	<b>Notes</b>
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If				
<div> <span>◀</span> <span>▶</span> <span>...</span> <span>Type10</span> <span>Type11</span> <span>Type12</span> <span>Type13</span> <span>Type15</span> <span>Type14</span> <span style="background-color: #d9ead3;">Type16</span> <span>Type17</span> <span>Type18</span> <span>Type19</span> <span>Type20</span> <span>+</span> <span>:</span> <span>◀</span> </div>					


GROUP 2 Excel Document Tab 22: Type 17 (screenshot of tab follows)

		B	C	D	E
1		<b>Procurement &amp; Warehousing Services</b>		Bid # FY21-039 - GROUP 2	
2		Broward County Public Schools		Structured Cabling and Networking (E-rate)	
3	<b>MDF/IDF Type-17 Closet Requirements:</b>				
4	<p>Instructions to Proposer:</p> <p>1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement</p> <p>2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses</p> <p>3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes</p> <p>4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design</p>				
6	<b>Design Requirements</b>			<b>Checklist</b>	<b>Notes</b>
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.				
<div> <span>◀</span> <span>▶</span> <span>...</span> <span>Type10</span> <span>Type11</span> <span>Type12</span> <span>Type13</span> <span>Type15</span> <span>Type14</span> <span>Type16</span> <span style="background-color: #d9ead3;">Type17</span> <span>Type18</span> <span>Type19</span> <span>Type20</span> <span>+</span> <span>:</span> <span>◀</span> </div>					


GROUP 2 Excel Document Tab 23: Type 18 (screenshot of tab follows)

		B	C	D	E
1		<b>Procurement &amp; Warehousing Services</b>		Bid # FY21-039 - GROUP 2	
2		Broward County Public Schools		Structured Cabling and Networking (E-rate)	
3	<b>MDF/IDF Type-18 Closet Requirements:</b>				
4	<p>Instructions to Proposer:</p> <p>1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement</p> <p>2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses</p> <p>3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes</p> <p>4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design</p>				
6	<b>Design Requirements</b>			<b>Checklist</b>	<b>Notes</b>
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.				
<div> <span>◀</span> <span>▶</span> <span>...</span> <span>Type10</span> <span>Type11</span> <span>Type12</span> <span>Type13</span> <span>Type15</span> <span>Type14</span> <span>Type16</span> <span>Type17</span> <span style="background-color: #d9ead3;">Type18</span> <span>Type19</span> <span>Type20</span> <span>+</span> <span>:</span> <span>◀</span> </div>					

GROUP 2 Excel Document Tab 24: Type 19 (screenshot of tab follows)

		B	C	D	E
1		<b>Procurement &amp; Warehousing Services</b>		Bid # FY21-039 - GROUP 2	
2		Broward County Public Schools		Structured Cabling and Networking (E-rate)	
3	<b>MDF/IDF Type-19 Closet Requirements:</b>				
4	<p>Instructions to Proposer:</p> <p>1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement</p> <p>2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses</p> <p>3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes</p> <p>4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design</p>				
6	<b>Design Requirements</b>			<b>Checklist</b>	<b>Notes</b>
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.				
<div> <span>◀</span> <span>▶</span> <span>...</span> <span>Type10</span> <span>Type11</span> <span>Type12</span> <span>Type13</span> <span>Type15</span> <span>Type14</span> <span>Type16</span> <span>Type17</span> <span>Type18</span> <span style="background-color: #d9ead3;">Type19</span> <span>Type20</span> <span>+</span> <span>:</span> <span>◀</span> </div>					

GROUP 2 Excel Document Tab 25: Type 20 (screenshot of tab follows)

	B	C	D	E		
1	<div><div></div><div><div>Procurement &amp; Warehousing Services</div><div>Broward County Public Schools</div></div></div>				Bid # FY21-039 - GROUP 2	
2	Structured Cabling and Networking (E-rate)					
3	MDF/IDF Type-20 Closet Requirements:					
4	<div>Instructions to Proposer:</div> <div><div>1) Use the pull-down menu in CHECKLIST to indicate your firm's ability to meet or exceed the minimum requirement</div><div>2) Responder needs to complete cell in grey and or green - some cells may change in color based on responses</div><div>3) "Installed Extended Cost" only will be calculated if column "Use in Cost Calculation" has Yes</div><div>4) Numbers in "Power Consumption" and "Item Quantity" are based on Sample Design</div></div>					
6	Design Requirements		Checklist	Notes		
7	Only UPS devices must be plugged into wall power outlets. Switches must be plugged into UPS devices or PDUs, which must be plugged into UPS devices. If stackable switches are used then the proper amount of PDUs should be included.					
<div><div><div><div>&lt;</div><div>&gt;</div><div>...</div><div>Type10</div><div>Type11</div><div>Type12</div><div>Type13</div><div>Type15</div><div>Type14</div><div>Type16</div><div>Type17</div><div>Type18</div><div>Type19</div><div>Type20</div><div>+</div><div>:</div><div>&lt;</div><div></div></div></div></div>						

## ATTACHMENT H – W-9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

This form can be filled out online and printed for signature. Only page one (1) needs to be returned.

## ATTACHMENT I – DRUG FREE WORK PLACE

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED  
FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.**

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

This sworn statement is submitted to The School Board of Broward 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:  
\_\_\_\_\_.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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. Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given 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), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will 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. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

\_\_\_\_\_  
(Signature)  
Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Personally known \_\_\_\_\_ or  
Produced Identification \_\_\_\_\_  
(Type of Identification)  
Notary Public State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed, or stamped commissioned name of notary public)

## **ATTACHMENT J – SBBC SAMPLE AGREEMENT**

### **SBBC SAMPLE AGREEMENT – [CLICK HERE](https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/PWS_SampleAgreement_201712.pdf)**

See section 5.5 for more information.

You may also copy the link below to the Sample Agreement and insert it into your browser window:

[https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/PWS\\_SampleAgreement\\_201712.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/PWS_SampleAgreement_201712.pdf)

FOR GROUP 1 (STRUCTURED CABLING): The following additional provision shall be added to Section 2 of the Agreement resulting from this RFP because the Awardee will need access to site maps:

In order to conduct the scope of work covered by the VENDOR's Agreement, the VENDOR has requested access to various SBBC documents ("SBBC Records") including, without limitation, certain documents that contain information relating to the security systems for property owned or leased by SBBC or that depict the internal layout and structural elements of SBBC-owned or leased buildings. All of VENDOR's records and notes regarding the work performed under the VENDOR's Agreement shall be referred to herein as "VENDOR's Documents."

The VENDOR hereby acknowledges that the SBBC Records and VENDOR's Documents are public records. Pursuant to Section 119.0701, Florida Statutes, VENDOR shall keep and maintain all public records required to perform the services required under this Agreement. The VENDOR acknowledges that VENDOR shall not release any SBBC Records or any VENDOR's Documents to anyone other than SBBC's Superintendent of Schools or to the designee of said Superintendent.

The VENDOR hereby acknowledges that some or all of SBBC Records and of VENDOR's Documents are confidential and exempt from public inspection under state law and VENDOR acknowledges VENDOR's duty and obligation to preserve the confidential and exempt nature of such materials. Specifically, Section 119.071(3)(b)1, Florida Statutes, states in pertinent part as follows: "Building plans, blueprints, schematic drawings, and diagrams... which depict the internal layout and structural elements of a building... or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [the provisions commonly referred to as the public records laws]." In addition, Section 281.301(1), Florida Statutes, states in pertinent part as follows: "Information relating to the security systems for any property owned by or leased to the state or any of its political subdivisions... including all records, information,... schematic diagrams... are confidential and exempt from ss. 119.07(1) and 286.011 and other laws and rules requiring public access or disclosure."

VENDOR shall immediately notify SBBC's custodian of public records of any request received by VENDOR from any third person for the inspection or copying of public records. The VENDOR shall not directly deliver any public records to any third person, but rather shall immediately provide SBBC's custodian of public records with copies of any public records that have been requested by any third party. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the VENDOR's Agreement's term and following completion of the VENDOR's Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the VENDOR's Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR required to perform the services under the VENDOR's Agreement. Upon VENDOR's transfer to SBBC of all public records upon completion of the services required under the Consultant's Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains any public records upon completion of the VENDOR's Agreement with SBBC, VENDOR shall meet all applicable requirements for retaining public records and preserving any applicable confidentiality or exemptions. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, THE VENDOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

The VENDOR agrees to comply with the foregoing requirements governing the custody of and access to public records and to confidential and exempt information under applicable law.

## ATTACHMENT K – WORKERS’ COMPENSATION AFFIDAVIT

### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

#### WORKERS’ COMPENSATION AFFIDAVIT

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##### CERTIFICATION OF NUMBER OF EMPLOYEES

\_\_\_\_\_ (Vendor Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this agreement.

I further certify that, if during the period covered by this affidavit the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one or more employees are employed shall provide evidence of Workers’ Compensation coverage.

Signed: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public Signed: \_\_\_\_\_

Notary Public Print: \_\_\_\_\_

Notary Stamp Below:

## ATTACHMENT L – SURETY BOND (Not Applicable to this RFP)

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto The School Board of Broward County, FL, as Obligee, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The purpose of this bond is to cover deposits, received by the Principal, as more fully described in **RFP FY21-039**

Now, therefore, if the Principals, their executors, administrators, successors and assigns, shall well and truly deliver the goods desired, as more fully described in **RFP FY21-039** then this obligation shall be void, otherwise it shall remain in full force and effect.

Provided, however, that this bond is executed by the Surety upon the following express conditions and limitations:

1. That this bond shall be for one (1) year term beginning the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and it may be continued for additional one (1) year term by Certificate executed by the Surety hereon;
2. Regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of the bond;
3. That if the Surety or Obligee shall so elect, this bond may be canceled and discontinued by giving 45 days written notice served upon the other, and this bond shall be deemed canceled at the expiration of 45 days, the Surety remaining liable for all or any acts covered by this bond which may have been committed by the Principals up to the date of cancellation, under the terms, conditions, and provisions of this bond.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
INSURANCE COMPANY

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT



## ATTACHMENT M – MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



FROM: \_\_\_\_\_  
(Proposer Firm Name)

TO:

The School Board of Broward County, Florida  
Procurement and Warehousing Services  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351

ATTN: **Harmoni Clealand**  
BID: FY21-039 (Structured Cabling & Networking)

## ATTACHMENT N – NO BID

### STATEMENT OF “NO RESPONSE”

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of “No Response” Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

BID: FY21-039 - Structured Cabling and Networking (E-rate)

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

✓	<b>Reasons for “No Response”:</b>
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**END OF RFP**



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

## PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

[www.BrowardSchools.com](http://www.BrowardSchools.com)

The School Board of  
Broward County, Florida

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Dr. Rosalind Osgood, Vice Chair

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Robin Bartleman  
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Laurie Rich Levinson  
Ann Murray  
Nora Rupert

Robert W. Runcie  
Superintendent of Schools

5/29/2020

## ADDENDUM NO. 1

RFP FY21-039

**BID NAME** Structured Cabling and Network (E-rate)

### TO ALL PROPOSERS:

PLEASE review all Excel Spreadsheets now to become familiar with the content and how to respond (**especially GROUP 2**). **Don't wait until June!**

This Addendum amends the above-referenced RFP in the following particulars only:

Attached are the responses to the questions received and below are the resulting updates to the RFP.

**Delete:** Section 3.3 on page 5

**Delete:** Group 1 Spreadsheet

**Delete:** Group 2 Spreadsheet

**Insert:** Section 3.3 on Page 5 (Revised)

**Insert:** Group 1 Spreadsheet REVISED 05.29.2020

**Insert:** Group 2 Spreadsheet REVISED 05.29.2020

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Bidder Acknowledgement", Section 1 of RFP FY21-039 Proposer certifies acceptance of this Addendum.

If you have already submitted your bid, no further action is needed, nor does your bid need to be resubmitted.

If you have already submitted your bid and want to change it as a result of the changes above or questions below, clearly indicate on the resubmitted bid that it replaces the previously submitted bid and remember that all bids must be received before the deadline.

Sincerely,

Harmoni Clealand  
Purchasing Agent IV



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### PROCUREMENT & WAREHOUSING SERVICES

- **QUESTION #1:** Is the contract term 2 ½ years?

**ANSWER TO QUESTION #1:** No, this is a 3 ½ year contract commencing December 29, 2020 through June 30, 2024.

- **QUESTION #2:** This RFP has Aruba equipment in all the spreadsheets. Is this a “must” requirement?

**ANSWER TO QUESTION #2:** No, please see section 8.3.20.

Additionally, space is provided on all Excel pricing sheets to provide either the item listed or an equivalent product (see screenshot below).

Sample Design based on HPE Aruba Hardware. For any alternative equipment option use alternative equipment columns.					
Item Description	Device Type	Notes/ Comments	Alternative Equipment Part Number	Alternative Equipment Option	Unit Cost Insta (Inform Purpos
HPE Aruba AP-515 Indoor Access Point Dual Radio MIMO 4x4: 4 @ 5GHz + 2x2: 2 @ 2.4GHz	Bundle				
802.11AX with ceiling mount, licenses and support subscription					
HPE Aruba AP-505 Indoor Access Point Dual Radio 2x2: 2 802.11ax	Bundle				
HPE Aruba User Experience Insight Sensor	Bundle				

Below the above section is the Excel Spreadsheet is the following section, which is currently populated with Aruba product (AS AN EXAMPLE). All cells below are editable and Proposers responding with alternates should take care to update ALL applicable cells.

Item Description (As example HPE Aruba product is used)	Device Type	Part Number	Quantity within Bundle	Unit Cost without Installation (Informational Purpose Only)
HPE Aruba AP-515 Indoor Access Point Dual Radio 4x4: 4 + 2x2: 2 802.11AX	Bundle		1	
HPE Aruba AP-5xx series ceiling mount kit	Bundle Component		1	
Central Subscription License for Access Point 5Yr	Bundle Component		1	
	Bundle Component			

- **QUESTION #3:** Can one respond with equipment that is equal or better?

**ANSWER TO QUESTION #3:** Yes – see section 8.3.20 and answer to Question #2 above.

- **QUESTION #4:** To confirm, one can respond to either Group 1 or Group 2 or both.

**ANSWER TO QUESTION #4:** Correct. Proposers responding to both Group 1 and 2 should take special care to follow the important note in section 4.1:

**IMPORTANT NOTE:** Each Group will be scored and awarded independently; therefore, it is critical for Proposers to provide proposals that respond to all the items below for each group submitting a proposal for. Proposers should provide one complete proposal for each group.



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### PROCUREMENT & WAREHOUSING SERVICES

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- **QUESTION #5:** Does SBBC require cloud based or on-premise central management for switches and/or wireless?

**ANSWER TO QUESTION #5:** Wireless and Switches can be central managed on-prem or cloud.

---

- **QUESTION #6:** 8.5.6: Could you please clarify “unified light configuration”? Additional clarification on this requirement would be appreciated.

**ANSWER TO QUESTION #6:** This feature prevents unauthorized access to the environment when not connected. During the connectivity phase, all ports must first pass through a device identification process. If the proposed network solution is unable to detect the device during the connectivity phase, the device is treated as a guest device. This language is on the RFP and any manufacturer feature that matches this even if not labeled with the same name.

---

- **QUESTION #7:** 8.5.12: Will SBBC consider this requirement met if proposed vendor, who is SBBC's current firewall vendor, is placed in 6 Gartner Magic Quadrants, top 5 vendor in 8 market according to Gartner Peer Insights and holds 9 NSS Labs recommendations across all 9 key NSS Labs tests?

**ANSWER TO QUESTION #7:** No, the manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports.

---

- **QUESTION #8:** 8.5.23: Will SBBC consider this requirement met if proposed vendor, who is SBBC's current firewall vendor, is placed in 6 Gartner Magic Quadrants, top 5 vendor in 8 market according to Gartner Peer Insights and holds 9 NSS Labs recommendations across all 9 key NSS Labs tests?

**ANSWER TO QUESTION #8:** No, the manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports.

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- **QUESTION #9:** 8.5.84: Will SBBC consider this requirement met if proposed vendor, who is SBBC's current firewall vendor, is placed in 6 Gartner Magic Quadrants, top 5 vendor in 8 market according to Gartner Peer Insights and holds 9 NSS Labs recommendations across all 9 key NSS Labs tests?

**ANSWER TO QUESTION #9:** No, the manufacturer must be recognized by Gartner in the top right-hand corner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports.

---



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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- **QUESTION #10:** Isn't this is direct violation of the USAC Gifting Policy? 4.3.1.9 Describe any and all "value added" aspects, goods or services that are included if awarded this RFP contract as a part of doing business and at no additional cost.

**ANSWER TO QUESTION #10:** No. Value-added examples could be that your company has great customer service and experience in assisting with E-Rate Program Integrity Assurance (PIA), audit, and reimbursement filings.

---

- **QUESTION #11:** Please clarify what tools and transportation is required for each dedicated tech in the annual rate. Does each tech need to have a company vehicle with necessary tools for each day?

**ANSWER TO QUESTION #11:** This pertains to Group 1 – Awardee shall supply all dedicated technicians with the tools required to properly install and maintain District purchased structured cabling in accordance with the RFP terms specifications and conditions. Tools include test equipment for Category 5e/6/6A, termination/punch down tools, tone and probe kits, voltage detectors, crimpers, strippers, cutters, probe pics, can wrenches, tapes & adhesives, various hand tools (pliers, screw drivers, etc). Transportation is a company vehicle, not a personal vehicle. Dedicated technicians need to have a company vehicle with all necessary tools for each day. SBBC will not provide transportation and will not furnish tools.

---

- **QUESTION #12:** Please clarify on the dedicated techs, how many hours per day are they required to work and how many days per year? Also, are we to include sick time and vacations and holidays in the annual rate?

**ANSWER TO QUESTION #12:** This pertains to Group 1 – Dedicated technicians will work an 8 hour day/244 days per fiscal year (July 1 – June 30). Sick time, vacations and holidays are not to be included in the annual rate.

---

- **QUESTION #13:** Please clarify what is needed for permit plans and as-builts. Are drawings required to be CAD? Who will be responsible for engineer drawings for permits? Does every project require a permit?

**ANSWER TO QUESTION #13:** Permit plans and As-Builts are required to be CAD. A Registered Communication Distribution Designer (RCDD) certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents. Every project requires a permit.

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- **QUESTION #14:** Per 8.4.4 (Warranty) please clarify if a Legrand Ncompass Warranty is required for each project?



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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**ANSWER TO QUESTION #14:** All products must comply at a minimum with nCompass Cat6A Cabling System specifications and performance warranty coverage requirements. Awardee is required to register with Legrand for the nCompass Warranty Certificate on all work completed. A Legrand nCompass Warranty is required for each project.

---

- **QUESTION #15:** Please clarify who will be responsible for each design for each project.

**ANSWER TO QUESTION #15:** Awardee is responsible for each design for each project and shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, Division 17 specifications, SBBC building codes and SBBC Section 2A-8 Voice, Data and Video Structured Cabling Systems Design Criteria. An RCDD certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents.

---

- **QUESTION #16:** Per 8.4.3 please clarify who is responsible for design and layout of the Audio Visual work and what shall be included in the scope of work for each A/V project?

**ANSWER TO QUESTION #16:** Awardee is responsible for design and layout and shall comply with State Requirements for Education Facilities (SREF), Florida Building Codes, SBBC Building Codes, SBBC Section 2A-8 Voice, Data and Video Structured Cabling Systems Design Criteria and SBBC Facilities Design Standards. An RCDD certified by BICSI is responsible for engineer drawings for permits. The documents shall have the RCDD's approval or reviewed stamps on the documents. Scope of Work shall include pre-sale engineering of the project including on-site walk through coordinated with IT staff, project planning, producing a project bill of materials, project scheduling, project meetings with IT staff, all labor for installation and programming, testing, inspection follow up and all necessary items for a complete and fully functional system.

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- **QUESTION #17:** Please clarify what hours work can be performed during normal working hours at each school?

**ANSWER TO QUESTION #17:** Work can typically be performed between the hours of 7:30am – 3:30pm. Work hours are coordinated with the individual site.

---

- **QUESTION #18:** On the Tabs 3 & 4 for GROUP ONE (Pricing With Installation & Pricing Without Installation), can you reissue the spreadsheets so that the headers print out correctly? We are not able to manipulate the spreadsheets.

**ANSWER TO QUESTION #18:** Revised spreadsheets are included with this Addendum.

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## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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- **QUESTION #19:** In Section 4.3.1.6 for the OSHA 300A forms and MOD scores, how many years do you require?

**ANSWER TO QUESTION #19:** OSHA 300A forms and MOD scores are required for the previous three (3) calendar years.

- **QUESTION #20:** For Dedicated Techs, what type of certification are they required to have?

**ANSWER TO QUESTION #20:** This pertains to Group 1 – See Section 8.4.1 Certification(s) of the RFP.

- **QUESTION #21:** On Attachment A, will the forms 1-3 be required to be submitted with the bid? On page 40 it states 'The following forms are due (if applicable) at the time of Bid submittal'. The dollar amount and percentage of work performed by minority contractors would be difficult to determine as this is not for a specific project. The forms require project start date, project name, location, etc. Please clarify what is required on Forms 1, 2, & 3.

**ANSWER TO QUESTION #21:** Regarding GROUP 1, the Affirmative Procurement Initiative (API) is the M/WBE Subcontracting Program. Proposers participating in Group 1 shall commit to subcontract five percent (5%) or more of the total contract value to a SBBC Certified M/WBE firm(s) at the time of submission will be awarded fifteen (15) points. The proposer must complete the Form 00470 and Form 00475 stating a minimum of 5% participation for a MWBE subcontractor.

The only information that should be listed on Document 00470 and Document 00475 is the percent of Participation commitment. Since the Dollar amount is not clear or the scope of work is not defined at this time, However, The Form should show a five percent (5%) or more MWBE commitment for Group 1, in order to receive points.

Ancillary services can be counted towards the 5% MWBE Goal attainment. – refer to page 12;4.3.4.1

SBE INFORMATION: Proposals will be evaluated based on the evaluation criterion 4.3.4.1		Maximum Points
4.3.4.1	Proposers committing to subcontracting five percent (5%) or more of the total contract value to a SBBC Certified M/WBE firm(s) at the time of submission will be awarded fifteen (15) points. (Ancillary services performed by an SBBC Certified M/WBE will be counted towards the five percent (5%) SBE Subcontracting Goal.)	15

Regarding GROUP 2, the Affirmative Procurement Initiative (API) is the Voluntary M/WBE Distributorship Development Program. If proposers volunteer to participate in the M/WBE Distributorship Development Program must complete the Form 00470 and Form 00475 stating the name of the MWBE firm and the participation percentage as TBD.



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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- **QUESTION #22:** Will you be accepting an alternative technology to the HPE listed on your file: Attachment\_G\_-\_Group\_1\_Excel\_Spreadsheet-1

**ANSWER TO QUESTION #22:** See section 8.3.20 and Answer to Question #2 above.

---

- **QUESTION #23:** Will you be accepting an alternative technology to the HPE listed on your file: Attachment\_G\_-\_Group\_1\_Excel\_Spreadsheet-2

**ANSWER TO QUESTION #23:** See section 8.3.20 and Answer to Question #2 above.

---

- **QUESTION #24:** Can we bid on one of the groups and not the other (GROUP 1 – Structured Cabling / GROUP 2 - Networking)?

**ANSWER TO QUESTION #24:** See Answer to Question #4 above.

---

- **QUESTION #25:** Will you have a separate evaluations per groups and a potentially different award per group?

**ANSWER TO QUESTION #25:** Yes. See Answer to Question #4 above.

---

- **QUESTION #26:** Any preferred contract vehicle required for the bids (NASPO, State Contract, etc.)?

**ANSWER TO QUESTION #26:** SBBC is not seeking to piggyback through this solicitation. This RFP and resulting award become the contract.

---

- **QUESTION #27:** Will partial bids be accepted?

**ANSWER TO QUESTION #27:** Failure to provide all required pricing will result in response being impossible to score and therefore, submitting a partial bid is not acceptable. See Section 4.33 of the RFP and the following section from Attachment G:

Proposers must submit pricing for all items requested. Failure to include a price offer for each and every item included on the pricing sheet will be construed by SBBC to indicate that the Proposer is unable to provide that item (with the exception as those identified as "for information purposes only"). Additionally, the omission of a price offer for any item listed on the pricing sheet will eliminate the possibility of scoring this Section equitably among multiple Proposers. For these two reasons, any proposal that does not contain a price offer for each line item listed, will result in a rejection of the entire proposal by SBBC as being incomplete and non-responsive. Cells marked "For Information Purposes Only" are not used for scoring purposes.

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## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### PROCUREMENT & WAREHOUSING SERVICES

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- **QUESTION #28:** Out of the 20 different closet types which ones require OSPF functionality ?

**ANSWER TO QUESTION #28:** Any switches which are deployed not in a stack and have 24 or more ports.

---

- **QUESTION #29:** Out of the 20 different closet types which ones require BGP functionality ?

**ANSWER TO QUESTION #29:** Any switches which are deployed not in a stack and have 48 or more ports

---

- **QUESTION #30:** Is there a network diagram for the different closet types and if not is there a diagram for closet type 17 ?

**ANSWER TO QUESTION #30:** SBBC cannot dictate a network design or diagram of such due to E-Rate Guidelines.

---

- **QUESTION #31:** Multigig capability is listed as a minimum requirement but will the feature be used Day 1?

**ANSWER TO QUESTION #31:** Yes

---

- **QUESTION #32:** What closet type represents the main communications equipment room (CER or MDF)?

**ANSWER TO QUESTION #32:** MDF. As a note any closet type can be CER/MDF/IDF

---

- **QUESTION #33:** Will you considered Managed Services?

**ANSWER TO QUESTION #33:** Not for this RFP

---

- **QUESTION #34:** Are you able to provide a technical evaluation criteria?

**ANSWER TO QUESTION #34:** These are the checklist on all tabs in the spreadsheet

---

- **QUESTION #35:** What is the district's position on having a short list of vendors perform a proof-of-concept to show the solution in school environment before a final decision is made?



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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**ANSWER TO QUESTION #35:** A POC / shortlist of vendors is not being considered as part of the evaluation process for this RFP, as there are no students/staff at schools to do a viable test.

---

- **QUESTION #36:** My firm has a question regarding the a-fore mentioned RFP specific to Group 2. Section 8.2.4 of the RFP describes the current SBBC environment as being composed of HP Aruba network equipment and Aerohive Wireless Access Points. The Spreadsheet titled Attachment G – Group 2 includes specific HP/Aruba products for both wired and wireless. Is the district looking for vendors to propose a solution that matches the current product mix or proposals based on the products outlined in the spreadsheet?

**ANSWER TO QUESTION #36:** Please see Answer to Question #2 above.

---

- **QUESTION #37:** Is a Proposer allowed to submit for just one Group (Group 1 or Group 2)? Or does a Proposer need to submit for both Groups 1 and 2 to qualify? Also if you bid on both Groups, can you be awarded the contract for just one Group?

**ANSWER TO QUESTION #37:** Please see Answer to Question #4 above.

---

- **QUESTION #38:** Is a Proposer allowed to submit 2 bid packages for Group 2, with 2 different suppliers/manufacturers?

**ANSWER TO QUESTION #38:** Yes. Carefully label each bid package so that it is clear the content is not a duplicate.

---

- **QUESTION #39:** For Groups 1 and 2, are we required to provide a total of 6 Client references, 3 from the Proposer and 3 from the Supplier/Manuf?

**ANSWER TO QUESTION #39:** No. See section 4.24 & 4.25. For clarity: A Proposer responding to Group 1 or Group 2, must submit a minimum of 3 client references and 3 supplier references. A Proposer responding to Group 1 and Group 2 must submit a minimum of 3 client references for Group 1, 3 client references for Group 2 and 3 supplier references.

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- **QUESTION #40:** Is it possible to disclose the current incumbent Proposer for each Group? We understand that the current incumbent supplier is HP, but is there a current reseller (proposer) that has the current contract for each group?
-



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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**ANSWER TO QUESTION #40:** Here is a link to the current bid's (15-090E) original Board Approval documents via our eAgenda site: [http://bcpsagenda.browardschools.com/agenda/00992/Item%20EE-1%20\(17286\)/index.html](http://bcpsagenda.browardschools.com/agenda/00992/Item%20EE-1%20(17286)/index.html)

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- **QUESTION #41:** Question regarding incumbent pricing/ special pricing. What is SBBC's stance on suppliers/manufacturers giving special pricing to certain proposers/resellers? This would entail a Networking manufacturer/supplier giving "registration" and "preferred pricing" to a certain proposer/reseller for this opportunity at their own discretion. Typically in RFP's, the manufacturer/supplier gives the same aggressive discount to each proposer/reseller so that everyone is on the same playing field, but we did not see any language where SBBC mandates that the proposers be given equal pricing from the Networking suppliers.

**ANSWER TO QUESTION #41:** SBBC wants all resellers to have the same pricing opportunities to ensure a level playing field with all competition. Furthermore, SBBC is not assigning any vendors or registrations to ensure applicable policies and statutes are honored ensuring a true competitive solicitation.

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- **QUESTION #42:** Section 4.3.1.3, are we describing/providing the Suppliers service organization or the Proposers (manufacturer or resellers)? We would be the Prime proposer, but entering into a joint venture for both Groups with suppliers. Can you clarify which service organizations need to be described in this case?

**ANSWER TO QUESTION #42:** The reseller

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- **QUESTION #43:** Section 8.3.18, other than shirts, are there any other uniform requirements or disqualifiers?

**ANSWER TO QUESTION #43:** Fully clothed in appropriate business attire.

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- **QUESTION #44:** How does SBBC enforce CIPA compliance today?

**ANSWER TO QUESTION #44:** To assist in maintaining CIPA compliance, we use a content filtering appliance to block a database of websites that fall into inappropriate categories. This database is updated constantly by the vendor's threat security lab. We also have the ability to block a website immediately if needed. If a teacher decides that a website is necessary for educational purposes, the site can be submitted for review by the Academics Department. Once the review is complete and the security team has determined that the site appears to be appropriate and to be compliant with CIPA, it is unblocked

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## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### PROCUREMENT & WAREHOUSING SERVICES

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- **QUESTION #45:** Is SBBC expected to provide CIPA compliance for Broward School owned devices, when they are removed from the main network?

**ANSWER TO QUESTION #45: Yes**

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- **QUESTION #46:** 8.2.14 "some ports are manually tuned to reflect special purposed devices" Can SBBC provide an example of this configuration?

**ANSWER TO QUESTION #46:** This section refers to the current state of the network, not the desired state. An example of a special purpose/device would be security cameras

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- **QUESTION #47:** 8.5.21 What run time should the UPS support?

**ANSWER TO QUESTION #47: Minimum is 15 minutes**

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- **QUESTION #48:** 8.2.4 50 micron MMF is considered legacy and does not support 40g links. With the use of 802.11ax and multigig interfaces, there is a strong use case for upgrading any 50 micron fiber to OM3+ to support future 40/100g links. Is this where we would propose an enhancement referenced in 8.3.4?

**ANSWER TO QUESTION #48:** Section 8.2.4 is referencing SBBC's current environment for Group 2 (see heading for section). Section 8.3.4 Item Enhancement is not requesting a proposer to provide an enhancement of the current environment at this time. Section 8.3.4 is for when the RFP has been awarded, should there be an enhancement to a particular item requested on the Excel spreadsheets in the awarded RFP the awardee may offer it to SBBC.

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- **QUESTION #49:** 8.5.88 All new network switches and all new wireless access points must support a self-provisioning deployment. Devices are to be pre-configured in NSAOMS before deployment and automatically pull configuration from the central management solution during the first connection to the SBBC network.

Can you please provide more clarity on SBBC's definition of a self-provisioning deployment? We just want to make sure we know exactly what SBBC is looking for here.

**ANSWER TO QUESTION #49:** Minimum configuration is placed on switch which allows switch to contact NSAOMS for remaining configuration

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## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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- **QUESTION #50:** 8.5.84 The NSAOMS equipment manufacturer must be recognized by Gartner as a Leader in the Wired and Wireless LAN Access Infrastructure category for either 2018, 2019 or 2020 year reports.

Do you need this documentation provided for the suppliers proposed in the bid package or can it just be assumed?

**ANSWER TO QUESTION #50: Documentation should be provided.**

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- **QUESTION #51:** In reference to requirement 8.5.17 of the RFP, "All support, maintenance, management and monitoring licenses and subscriptions required for the network switch to be fully managed and monitored by the proposed Network Security Automation Orchestration and Management Solution must be included in the proposed pricing models to cover 1 year, 3 year and 5 year contract term."

Where in the response should the proposed license and subscription costs for the network switches be entered?

**ANSWER TO QUESTION #51: Should be included in the NMS spreadsheet under item description as a separate line item / term using support / subscription under device type.**

---

- **QUESTION #52:** In reference to Attachment G – Group 2 Excel Spreadsheet there are two HPE parts used on tabs "Type1-Type20" that seem inaccurate. HP does not have a SKU for "Aruba HPE 5406R xl2 Switch with 2 management modules" and "Aruba HPE 5412R xl2 Switch with 2 management modules". They do have a SKU for "Aruba HPE 5406R xl2 Switch with 1 management module" and "Aruba HPE 5412R xl2 Switch with 1 management module".

Should there be a separate line item in the worksheet to include costs for the additional management modules?

**ANSWER TO QUESTION #52: It can be included in the type "#" spreadsheet under item description in the bottom as a separate line item.**

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- **QUESTION #53:** 8.5.10 The NMS/NAC must include a minimum of (1) full time staff augmentation resource for the first year.

Where in our response should the cost for this full time resource be included?

**ANSWER TO QUESTION #53: Should be included in the NMS spreadsheet under item description as a separate line item.**

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- **QUESTION #54:** 8.5.5 Wireless Access Points must have the ability to dynamically enforce role-based access on WLAN during the device connectivity phase or later, based on control from NSAOM. Does the word “dynamically” in this section mean that the NSAOMS will need to download to the switch (HPE Aruba 5400R) the require ACLs and interface configuration?

**ANSWER TO QUESTION #54: Yes**

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- **QUESTION #55:** 8.5.10. The NMS/NAC must include a minimum of one (1) full-time staff augmentation resource for the first year. The ability to increase this resource must be provided after the first year.

Is outsourcing the NAC as a managed service for the first year an option?

**ANSWER TO QUESTION #55: Yes**

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- **QUESTION #56:** 8.5.17 All support, maintenance, management and monitoring licenses and subscriptions required for the network switch to be fully managed and monitored by the proposed Network Security Automation Orchestration and Management Solution must be included in the proposed pricing models to cover 1 year, 3 year, and/or 5 year contract term.

Is it a requirement that the proposed solution not only provide tools for the new equipment to be fully managed and monitored but also be capable of managing the current switches as well?

**ANSWER TO QUESTION #56: Section 8.5.17 refers to new switch requirements**

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- **QUESTION #57a:** 8.5.25 AP must have completed or in the process of completing Wi-Fi Certified 6 certification program from Wi-Fi Alliance

Since most manufacturers have completed the certification process. Is the deadline date for WiFi Alliance certification June 30, 2020 to coincide with the due date for the RFP? If not, please provide a date the certification must be completed by.

**ANSWER TO QUESTION #57a: No, by December 31, 2020**

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- **QUESTION #57b:** Also, does the term “in the process” mean that the vendor must already have some models certified and will be processing newer access points as they get develop? If not, can you please supply specific milestones and dates?



**ANSWER TO QUESTION #57b:** Yes, to the first part of the question as they go through the certification process not access points getting developed.

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- **QUESTION #58:** 8.5.26 Is missing the drop down options on the excel sheet.

**ANSWER TO QUESTION #58:** This is corrected in the REVISED Spreadsheet included with this Addendum.

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- **QUESTION #59:** 8.5.28 Is this question for the High Density access point only? Since it will be located in lower density areas, 2x2 AP a multi-gig Ethernet port it will not be needed, is it required?

**ANSWER TO QUESTION #59:** Yes for high density i.e. Outdoor, Cafeteria, Auditoriums

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- **QUESTION #60:** Minimum Requirements for Indoor and (or) Outdoor Wi-Fi User Experience Sensor if Sensor is Proposed as Separate Device (Note: SBBC allows sensors to be integrated into AP as long as use of sensor does not affect AP primary functionality)

Does SBBC require that the sensor also monitor the wired portion of the network not just wireless when plugged into ethernet to provide information network on DHCP, DNS, Metrics available for wired, wireless, and cloud application connectivity and overall wired and wireless network health etc?

**ANSWER TO QUESTION #60:** Not required

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- **QUESTION #61:** (Note: SBBC allows sensors to be integrated into AP as long as use of sensor does not affect AP primary functionality)

By allowing the network health monitoring to be reliant on an AP being replaced by a newer model, how will SBBC monitor areas/schools that have legacy AP's that do not have a sensor until that happens?

**ANSWER TO QUESTION #61:** Legacy APs without a dedicated radio may perform some performance monitoring tasks if they have no clients associated to the radio.

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- **QUESTION #62:** 8.5.37 Mounting kit to mount sensor on the wall and on ceiling must be included in proposed price

Since the sensor's purpose is to simulate a true client experience, is it a requirement that the sensor be mounted at User Height and not on the ceiling (potentially 6-40 feet above the actual user)?

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**ANSWER TO QUESTION #62:** Conditions could vary based on location requiring wall or ceiling installation

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- **QUESTION #63:** 8.5.103 Based on an 802.1x client request and additional information, an HP Aruba 5400R switch with v3 modules can provide NSAOMS, which must order switch which a preconfigured local user role client must be assigned.

Is this section stating that SBBC requires that user roles to be centrally managed and downloadable from NSAOMS eliminating the need to preconfigure user roles at the switch level?

**ANSWER TO QUESTION #63: Yes**

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- **QUESTION #64:** Are the same minimum requirements that are stated for the indoor access points are also for the outdoor access points?

**ANSWER TO QUESTION #64: Yes**

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- **QUESTION #65:** Describe any and all “value added” aspects, goods or services that are included if awarded this RFP contract as a part of doing business and at no additional cost.

Can you please provide examples of what SBBC is looking for in response to this question since the rules are very strict in this area for K-12's

**ANSWER TO QUESTION #65:** Value-added examples could be that your company has great customer service and experience in assisting with E-Rate Program Integrity Assurance (PIA), audit, and reimbursement filings.

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- **QUESTION #66:** Section 8.5.10 The NMS/NAC must include a minimum of one (1) full-time staff augmentation resource for the first year. The ability to increase this resource must be provided after the first year.

Does this resource need to be onsite?

**ANSWER TO QUESTION #66: Yes**

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- **QUESTION #67a:** Just before 8.5.83 E. NSAOMS may be either hardware appliances or virtual deployment running on VMware ESXi 6.5+. Proposers offering virtual deployment must not include
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## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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compute resources cost in the price, but must include compute resources requirement information needed to run the solution.

"Can the NSAOMS be cloud based?"

**ANSWER TO QUESTION #67a: Yes**

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- **QUESTION #67b:** Just before 8.5.83 E. NSAOMS may be either hardware appliances or virtual deployment running on VMware ESXi 6.5+. Proposers offering virtual deployment must not include compute resources cost in the price, but must include compute resources requirement information needed to run the solution.

There are components to this solution like DNAC for Zero touch provisioning, which are non-erate eligible. Will there be separate contracts awarded for the erate and non-erate eligible pieces?

**ANSWER TO QUESTION #67b: No same award regardless of E-rate or not.**

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**This concludes Addendum No. 1 for RFP FY21-039 – Structured Cabling and Networking (E-rate)**

**All other terms and conditions remain the same.**

## SECTION 3 – INTRODUCTION AND GENERAL INFORMATION

### 3.1 **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as “SBBC”) desires to receive proposals

for network systems (E-Rate) as described herein. SBBC seeks a partner to ensure the success of our main objective, which is to effectively support student achievement by providing a communications infrastructure that is reliable, scalable, upgradeable and cost-effective. This RFP relates to goods and services needed by SBBC to design, implement, monitor, manage, and maintain the following network systems:

Group #	Group Title	Group Description
1	Structured Cabling	Goods and services required to build and maintain low voltage voice, video and data cabling systems
2	Local Area Networks, Wireless Local Area Networks	Goods and services required to install and maintain the electronics needed to provide access to the Internet and other digital resources for computers and other peripherals on school campuses and District offices.

SBBC will apply for Universal Service Funds discounts where possible as allowed for by E-Rate rules and in conformance with SBBC business practices. The E-Rate program provides discounts on a variety of eligible goods and services needed to connect SBBC's students and staff to each other and the vast world of digital resources available across the Internet. Proposer is required to be a registered service provider with Schools and Libraries Division and be an active participant in the E-RATE program for the duration of the contract. Additional information on E-Rate is available at <http://www.usac.org/sl/>.

See RFP Section 8 for Scope of Work and Performance Specifications.

### 3.2 **QUESTIONS AND INTERPRETATIONS:** Any questions concerning any portion of this RFP must be submitted, in writing, to Harmoni Clealand, **Procurement & Warehousing Services Department**, via e-mail [harmoni.clealand@browardschools.com](mailto:harmoni.clealand@browardschools.com). Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers via DemandStar and the E-rate Productivity Center (EPC). No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET 5/20/2020**. Questions received after this date and time may not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

### 3.3 **CONTRACT TERM:** The purpose of this RFP is to establish a contract beginning December 29, 2020 through June 30, 2024. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs and minimum discount percentages shall be firm for the term of the contract. The Proposer agrees to this condition by signing its proposal.

### 3.4 **PRICE ADJUSTMENTS:** **Prices offered shall not increase through the contract term.** E-rate will not reimburse for price increases, therefore pricing cannot increase during the term of the contracts. The E-rate program does allow price decreases during the term of the contract upon mutual agreement of the parties. The Proposer agrees to this firm pricing condition by signing its proposal.

### 3.5 **SUBMITTAL OF PROPOSAL:** Submit proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the proposal evaluation process, special attention should be paid to organizing proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

## PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

[www.BrowardSchools.com](http://www.BrowardSchools.com)

The School Board of  
Broward County, Florida

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Superintendent of Schools

6/29/2020

## ADDENDUM NO. 2

RFP FY21-039

**BID NAME** Structured Cabling and Network (E-rate)

### TO ALL PROPOSERS:

This Addendum amends the above-referenced RFP in the following particulars only:

To ensure compliance with the USAC 28-day waiting period, the due date for this RFP is being adjusted due to the release of this Addendum. **The new due date is 07/29/2020.**

Attached are the responses to the questions received and below are the resulting updates to the RFP.

**Delete:** Group 2 Spreadsheet

**Delete:** Section 1, Page 3

**Delete:** Section 2 – Calendar, Page 4

**Delete:** Page 22

**Insert:** Group 2 Spreadsheet REVISED 06.29.2020

**Insert:** Section 1, Page 3 REVISED 06/29/2020

**Insert:** Section 2 – Calendar, Page 4 REVISED 06/29/2020

**Insert:** Page 22 REVISED 06/29/2020

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Bidder Acknowledgement", Section 1 of RFP FY21-039 Proposer certifies acceptance of this Addendum.

If you have already submitted your bid and want to change it as a result of the changes above or questions below, clearly indicate on the resubmitted bid that it replaces the previously submitted bid and remember that all bids must be received before the deadline.

Sincerely,

Harmoni Clealand  
Purchasing Agent IV



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### PROCUREMENT & WAREHOUSING SERVICES

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- **QUESTION #1:** There is a major error on the Spreadsheet for GROUP 2... the information for Group 19 [closet 19] gets duplicated in the Summary Spreadsheet under GROUP 20 [closet 20]... The total for Group 20 is not transferred to the Pricing Summary.

**ANSWER TO QUESTION #1:** This error is corrected in the revised Excel spreadsheet included with this Addendum.

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- **QUESTION #2:** For the response and forms... due to the COVID-19 situation: Will they accept e-signatures/notaries? Or must it be wet ink?

**ANSWER TO QUESTION #2:** E-signatures and notaries are acceptable.

---

- **QUESTION #3:** Will someone be available all morning on Tuesday to drop off our bid at 7720 W. Oakland Park Blvd, Sunrise?

**ANSWER TO QUESTION #3:** Yes – the guard station on the first floor is staffed as usual; however, please note the new due date for this bid is Tuesday, July 28, 2020.

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- **QUESTION #4:** If there are any special delivery instructions due to the virus situation, such as limited hours, please let us know.

**ANSWER TO QUESTION #4:** The building is open during normal SBBC business hours; however, all CDC guidelines must be followed and masks are required for entry.

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This concludes Addendum No. 2 for RFP FY21-039 – Structured Cabling and Networking (E-rate)

All other terms and conditions remain the same.



	<p>The School Board of Broward County, Florida <b>PROCUREMENT AND WAREHOUSING SERVICES</b> 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505</p>	<p><b>REQUEST FOR PROPOSAL</b>  <b>(RFP)</b></p>

**DUE DATE:** Proposals must be submitted to the **Procurement & Warehousing Service Department**, The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 **on or before 2:00 p.m. Eastern Time (ET):**

**7/29/2020**

and plainly marked with the RFP number and title. **Proposal(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

RFP NO.:

**FY21-039**

RELEASE DATE:

**5/13/2020**

PURCHASING AGENT:

Harmoni Clealand  
754-321-0539

RFP TITLE:

**STRUCTURED CABLING AND NETWORKING (E-RATE)**

**Note: Pricing should be submitted in a sealed envelope along with, but separate, from the remainder of the proposal.**

**One complete, original hard-copy proposal** (clearly marked as such), and **one complete, original electronic version** (both clearly marked as "original") will constitute the original governing documents. **The electronic version in PDF on a Flash Drive must be IDENTICAL to the original proposal**, of the RFP proposal, including this **REQUIRED RESPONSE FORM** fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a **SEALED** (envelope, package, box, etc.) with the RFP number and title clearly typed or written on the front of the envelope, package, box, etc.

## SECTION 1 – REQUIRED RESPONSE FORM

**NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.3).**

Proposer's (Company) Name and state "Doing Business As", where applicable:

**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. ☐ Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

City:

State:

Zip Code:

State:

Zip Code:

Telephone Number:

Proposer's Taxpayer

Identification Number:

Contact Person:

Contact Telephone Number:

Contact Person's

E-Mail Address:

**E-Mail Address**

**for PO:**

### Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate. Proposer agrees to complete and unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted.

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

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

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

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

**Please sign all originals in blue ink.**

## SECTION 2 – CALENDAR

Wednesday, May 13, 2020	Release of RFP FY21-039
Wednesday, May 20, 2020	Written questions due on or before 5:00 p.m. ET
Friday, May 29, 2020	SBBC to post answers to Proposer's questions via Addendum posted to DemandStar and E-rate's Productivity Center (EPC)
Wednesday, July 29, 2020**	Proposals due on or before 2:00 p.m. ET to Procurement & Warehousing Services Department in TSSC Building Address below – 3 <sup>rd</sup> Floor
Wednesday, August 12, 2020**	Evaluation Committee(s) review proposals and make recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department in TSSC Building Address below – 3 <sup>rd</sup> Floor; Bid Rooms 1-4 TIMES: 8:30 a.m. – 12:30 p.m. Group 1 1 p.m. – 5 p.m. Group 2
Thursday, August 13, 2020	Posting of Award Recommendation Tabulation posted to DemandStar and E-rate's Productivity Center (EPC)

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Procurement & Warehousing Services Department**  
**Technical Support Services Center (TSSC)**  
**7720 W. Oakland Park Boulevard, Suite 323**  
**Sunrise, Florida 33351-6704**

**NOTE:** If you plan to attend the public meetings or hand-deliver your proposal, please arrive at the TSSC building early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the 3<sup>rd</sup> Floor.

*\*\*These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

*Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301.

- 7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school District administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

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, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

- 7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on [www.demandstar.com](http://www.demandstar.com) and the E-rate Productivity Center (EPC) on 8/13/2020 and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this RFP) or the EPC. In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school District administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school District administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school District administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, 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 decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. All

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, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

- 7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee'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 Awardee 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 or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

- 7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

- 7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- Cancellation and default of contract;
  - For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
  - All departments being advised not to do business with vendor.

- 7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

- 7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

## PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

[www.BrowardSchools.com](http://www.BrowardSchools.com)

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Broward County, Florida

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Superintendent of Schools

6/30/2020

### ADDENDUM NO. 3

RFP FY21-039

**BID NAME** Structured Cabling and Network (E-rate)

#### TO ALL PROPOSERS:

This Addendum amends the above-referenced RFP in the following particulars only:

To ensure compliance with the USAC 28-day waiting period, the due date for this RFP is being adjusted due to the release of this Addendum. **The new due date is 07/29/2020.**

Responses to the questions received are below.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Bidder Acknowledgement", Section 1 of RFP FY21-039 Proposer certifies acceptance of this Addendum.

If you have already submitted your bid and want to change it as a result of the changes above or questions below, clearly indicate on the resubmitted bid that it replaces the previously submitted bid and remember that all bids must be received before the deadline.

Sincerely,

Harmoni Clealand  
Purchasing Agent IV



**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**PROCUREMENT & WAREHOUSING SERVICES**

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- **QUESTION #1:** Will someone be available... to drop off our bid at 7720 W. Oakland Park Blvd, Sunrise?

**ANSWER TO QUESTION #1:** Yes – the guard station on the first floor is staffed as usual; however, please note the new due date for this bid is July 29, 2020.

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- **QUESTION #2:** My team has a vendor identified for the s/m/wbe piece of the RFP. However, we want to make sure we fill out all necessary documentation since we are committing to using a vendor that meets your qualifications. Do we need to fill out the s/m/wbe participation good faith effort form since we are planning on using a vendor that meets this requirement?

**ANSWER TO QUESTION #2:** Since the Goal is non-mandatory, the Good Faith Effort form is NOT a required document. The documents required to receive Evaluation Points are:

- Document 00470, Statement of Intent to Perform as M/WBE Subcontractor
  - Document 00475, M/WBE Subcontractor Participation Schedule
- 

- **QUESTION #3:** If there is a presentation that needs to be given as part of your decision making process, will your team allow us to present remotely?

**ANSWER TO QUESTION #3:** Presentations are not planned at this point. If the Committee requests presentations, remote is probably fine, but the decision resides with the Committee.

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This concludes Addendum No. 3 for RFP FY21-039 – Structured Cabling and Networking (E-rate)

All other terms and conditions remain the same.