

THE ESCAMBIA COUNTY SCHOOL DISTRICT PURCHASING DEPARTMENT 75 NORTH PACE BLVD. PENSACOLA, FL 32505

REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGMENT

POSTING DATE: June 29, 2020			David Ro	G CONTACT & TELEPHONE: Omero 850.469.6203 @ ecsdfl.us
RFP TITLE: Computer and Peripheral Repair Services			RFP NUMBER: 201606	
RFP OPENING DATE & TIME: July NOTE: PROPOSALS RECEIVED A	y 22, 2020 2:00 PM, C FTER THE RFP OPENI			NOT BE ACCEPTED.
The School District of Escambia County, Flogoods or services. All terms, specifications ar Proposals will not be accepted unless all coprovided below. All Proposals must be sealed Florida, 32505 by the "RFP Opening Date & "RFP Title", "RFP Number" and the "RFP Title", "RFP Ti	nd conditions set forth in thinditions have been met. A and received in the School. Time" referenced above. pening Date & Time". The delivery services used by the	s request are inc all Proposals mu District's Purcha All envelopes co e School Distric	orporated by this ust have an authorsing Office at 75 ontaining sealed t is not responsible.	reference into your response, orized signature in the space North Pace Blvd., Pensacola, Proposals must reference the de for lost or late delivery of
THE FOLLOWING MUST BE COMPLET PROPOSALS WILL NOT BE ACCEPTED AUTHORIZED AGENT OF THE RESPO	D WITHOUT THIS FOR	M. AN <u>ORIGI</u>	NAL, MANUAI	
COMPANY NAME:				
MAILING ADDRESS:				
CITY, STATE, ZIP:				
FEDERAL EMPLOYER'S IDENTIFICATION	ON NUMBER (FEIN):			
TELEPHONE NUMBER:	(EXT:)	F	ACSIMILE NUM	IBER:
EMAIL:				
HOW DID YOU FIND OUT ABOUT THIS PRIME VENDOR OTHER	RFP? SCHOOL DISTRIC (PLEASE SPECIFY	T WEBSITE	BIDNET	_ DEMAND STAR)
I CERTIFY THAT THIS PROPOSAL IS MADDOTHER RESPONDER SUBMITTING A PROIS IN ALL RESPECTS FAIR AND WITHOUT OF THIS RFP AND CERTIFY THAT I A ACKNOWLEDGEMENT ALSO AFFIRMS TALTERED IN ANY WAY.	POSAL FOR THE SAME ME COLLUSION OR FRAUD ME AUTHORIZED TO SI	MATERIALS, SU . I AGREE TO GN THIS RFP	UPPLIES, EQUIP ABIDE TO ALL FOR THE RES	MENT OR SERVICES, AND TERMS AND CONDITIONS PONDER. SIGNING THIS
TYPED OR AUTHORIZED SIGNATURE:	PRINT	ED NAME:		
TITLE:	DATE	:		
9500-PUR-029 (rev March 6, 2015)				

Page 1 of 25 RFP #201606

I. INTRODUCTION & GENERAL INFORMATION

The purpose of this Request for Proposal (RFP) is to obtain responses to provide warranty service and computer and peripheral repair services based on a Time & Material (T&M) Agreement for up to five (5) years in one (1) year renewal increments (subject, however, to availability of lawfully appropriated funds for each District fiscal year and School Board approval).

CALENDAR OF EVENTS		
RFP Posting Date	Monday, June 29, 2020	
Deadline for Questions (See Page 5, Section II.V. and Pages 7-8, Section III.L)	Friday, July 3, 2020 at 5:00 p.m., CST	
Answers to Questions and Any Addendums Posted By (See Pages 7-8, Section III.L)	Wednesday, July 8, 2020 at 5:00 p.m., CST	
RFP Opening (See Page 1)	Wednesday, July 22, 2020 at 2:00 p.m., CST	
RFP Evaluation (subject to change)	Wednesday, July 29, 2020 at 10:30 a.m., CST	
Anticipated Agreement Start Date	Thursday, October 1, 2020	

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Responder", "Contractor", or "Vendor" as used within this Request for Proposal (RFP) refers to the person, company or organization responding to this RFP. The Responder is responsible for understanding and complying with the terms and conditions herein. The term "Parties", when used collectively, will apply to both the District and the Responder.

- **A. GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- **B. RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All Proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All Proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- **C. WARRANTY:** All goods and services furnished by the Responder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Responder will take all necessary action, at Responder's expense, to correct such breach in the most expeditious manner possible.
- **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales Taxes.
- **E. TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Responder's invoice. Itemized invoices, each bearing the Purchase

Page 2 of 25 RFP #201606

Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

- **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Responder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- **G. PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. INSPECTIONS AND TESTING: The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Responder's risk. Such inspection, or the waiver thereof, however, will not relieve the Responder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. STOP WORK ORDER: The School District may at any time by written notice to the Responder stop all or any part of the work for this RFP award. Upon receiving such notice, the Responder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. INSURANCE AND INDEMNIFICATION: The Responder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Responder, its agents, employees, or representatives, or are arising from any Responder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Responder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Responder will, at the request of the School District, supply certificates evidencing such coverage.
- **K. RISK OF LOSS:** The Responder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Responder or held by the Responder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Responder until redelivery thereof to the School District.
- LAWS AND REGULATIONS: Responders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Responders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.
 - All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.
- M. PUBLIC ENTITY CRIMES: A Responder, 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 for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform

Page 3 of 25 RFP #201606

work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- **N. PATENTS:** Responders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this solicitation, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Responders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent (5%) or more of the company.
- P. TERMINATION: DEFAULT. The School District may terminate all or any part of a subsequent award by giving notice of default to Responder, if Responder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. CONVENIENCE. The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School Districts sole obligations will be to reimburse Responder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Responder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Responder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- **Q. DRUG-FREE WORKPLACE:** Whenever two (2) or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- **R. PERFORMANCE**: In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Responder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Responder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two (2) years; (3) any other remedy available to the School District in tort or law.
- S. AUDIT AND INSPECTION: The District or its representative reserves the right to inspect and/or audit all the Responder'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 Responder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Responder.
- T. SAMPLES AND BRAND NAMES: BRAND NAMES. Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Responders offering equivalents or superior products to the brand/model referenced will: (1) reference on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price, indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, enclose sufficient technical specification sheets and literature to enable the District to reach a preliminary evaluation; (4) agree to any request by the District for submission of a sample or to provide its product on-

Page 4 of 25 RFP #201606

trial or demonstration, whichever the District may deem appropriate, at no charge to the District. The District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Responder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Responders are responsible for notifying and making arrangements for pick up from the District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the District.

- U. EVALUATION CRITERIA: Primary factors used to decide the award hereunder will be price, quality, availability, vendor experience, references, and responsiveness. Other factors that may be used in the evaluation of Proposals received will be: (1) administrative costs incurred by the District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Responder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any Proposal in its entirety or in part, and to waive minor irregularities if the Proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. CLARIFICATIONS AND INTERPRETATIONS: The School District reserves the right to allow for clarification of questionable entries, and for the Responder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent, in writing, no later than Friday, July 3, 2020 at 5:00 p.m., CST. Failure to do so, on the part of the Responder will constitute an acceptance by the Responder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this solicitation. It is the Responder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore, oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at http://ecsd-fl.schoolloop.com/purchasing/bids on or before Wednesday, July 8, 2020 at 5:00 p.m., CST. The Responder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their Proposal.
- W. RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST: RFP tabulations with award recommendations are posted for seventy-two (72) hours in the Purchasing Office and are also posted to the School District's Purchasing website address at http://ecsd-fl.schoolloop.com/purchasing/bids. Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. CONTACT: All questions for additional information regarding this RFP must be directed to the designated Purchasing Agent noted on page one (1). Prospective Responders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this solicitation prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your Proposal.
- Y. PROPOSAL PREPARATION COSTS: Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Proposal.
- **Z. AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.
- **AA. ADDITIONAL TERMS AND CONDITIONS:** The School District reserves the right to reject offers containing terms and/or conditions contradictory to those requested in this solicitation.

Page 5 of 25 RFP #201606

III. SPECIAL CONDITIONS

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

A. CONTRACT TERM AND RENEWAL: Upon approval from the School Board of Escambia County, FL, this award will be valid for up to five (5) years in one (1) year increment renewals. Following the anticipated initial year of Oct 1, 2020 through June 30, 2021, each year will be effective from July 1st through June 30th ("Term") after the initial year, only adjustments to labor rates will be negotiable and the will be limited to the appropriate Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index for South urban; Size B/C as published by the US Department of Labor, Bureau of Labor Statistics in February of each year. Any requests for adjustments must be submitted in writing to the Purchasing Department no later than April 1st of each following year. Rate adjustments will not be automatic. Current year pricing will be retained for an additional, successive year if the CPI-U is not greater than zero percent (0%) or if the successful Vendor fails to submit a rate adjustment by the deadline. If a rate adjustment is requested, the Purchasing Department will provide notification of allowable increases, if applicable, by May 1st.

Notification of non-renewal by the Vendor must be sent in writing and received at least ninety (90) calendar days prior to the end of each Term.

After the initial five (5) year contract period the contract may, with School Board approval and subject to then-current Florida Statutes, thereafter be renewed for five (5) more additional one (1) -year periods, unless the District provides notice (in the District's sole discretion) to not renew the Agreement. Note: The District's written notice of non-renewal shall be delivered not less than ninety (90) days prior to the end of the then-current Term.

- **B. LICENSES:** Responder must be licensed to do business in Escambia County, Florida and/or the State of Florida. Responder shall also hold and maintain any certifications and/or licenses required to provide work under this Agreement.
- C. BACKGROUND SCREENING REQUIREMENTS: The successful Responder will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlined on the Escambia County School District Website: http://ecsdfl.schoolloop.com. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- **D. THE RESPONDER AS AN INDEPENDENT CONTRACTOR:** The Responder shall have sole control over the manner and means of providing the services performed under this Agreement. The Responder's relationship to the District under this Agreement shall be that of an Independent Contractor. The Responder will not be considered an agent or employee of the District for any purpose.

As an Independent Contractor, the Responder is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income taxes payroll and other taxes, and Workers' Compensation.

E. CONFLICT OF INTEREST: The Responder affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the Responder will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

Page 6 of 25 RFP #201606

- **F. COMPLIANCE WITH LAWS:** The Responder agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Responder shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work.
- **G. GOVERNING LAWS:** This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The parties agree that jurisdiction for the resolution of any legal issues arising out of this contract shall be solely with the Circuit Courts of Escambia County, Florida. The parties hereby waive venue in any other forum.
- **H. EXAMINATION OF RECORDS:** The Responder agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Responder involving transactions related to this Agreement until the expiration of five (5) years after final payment under this Agreement or such longer period as required by law.

I. EX PARTE COMMUNICATION:

- 1. Ex parte communication, whether verbal or written, by any potential Responders or representatives of any potential Responders to this solicitation with District personnel involved with or related to this RFP, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Responders' offer.
- 2. Ex parte communication whether verbal or written, by any potential Responders or representative of any potential Responders to this solicitation with District Board members is also prohibited and will result in the rejection/disqualification of the Responders' offer.
- 3. Any current meetings the Responder has with District staff and administration, or instructional personnel, shall at no time include any conversation regarding the RFP.
- J. COVENANT AGAINST CONTINGENT FEES: The Responder warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Independent Contractor for purposes of securing business. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- **K. INVOICING AND PAYMENTS:** The Contractor must submit a monthly detailed, itemized invoice within twenty (20) calendar days after the end of a month which will include the District's personnel who requested the project and the project's name. When applicable, all invoices must reference the appropriate purchase order. Audits will be conducted at the discretion of the District. The Contractor must provide all documentation necessary to validate pricing listed on the invoice to the requesting District representative within ten (10) business days of the written request. In the event additional time is required to obtain the necessary documentation, the Contractor will notify the District designee within five (5) business days of the District's written request and provide a specified date that the documentation will be ready, which will not exceed thirty (30) days from the date of the written request. Furthermore, the Contractor agrees that payment for the invoice in question will be held, without penalty to the District, until the requested documentation has been provided and reviewed by the District.

The District has fifteen (15) business days after receipt of invoice or documentation requested to validate pricing to notify the Contractor if an invoice appears incorrect. Once notified, the Contractor will have ten (10) business days to issue a corrected invoice. Any bill, invoices, statement or other claim for funds due submitted more than ninety (90) calendar days after the work has been completed may be deemed waived.

L. COMMUNICATION AND QUESTIONS: Due to time constraints, it is recommended Responders send any questions they may have regarding this solicitation to the designated Purchasing Agent below using a method that can be tracked (email, certified mail, overnight courier, etc.); email is preferred. The deadline for submitting questions concerning this RFP is Friday, July 3, 2020 at 5:00 p.m., CST.

Page 7 of 25 RFP #201606

All changes in the specifications contained within this RFP will be made by Addendum. All Addendums concerning this RFP will be posted to the Purchasing Department's webpage located at http://ecsd-fl.schoolloop.com/purchasing/bids. It is the sole responsibility of each Responder to contact the Purchasing Agent responsible for this solicitation or visit the District's website to determine if any Addendums have been issued in order to obtain said Addendum(s). Any applicable Addendums and/or responses to questions received will be posted to the Purchasing Department's Current Bid Activity webpage by **Wednesday**, **July 8, 2020 at 5:00 p.m., CST**.

In order for the Escambia County School District, Florida to ensure fair and equal treatment of all participating Responders, the below named individual is the District's <u>only</u> designated representative for this RFP. Responders shall contact this representative for <u>all</u> information regarding this RFP. Responders who contact any other District employee, staff, or Board members regarding this RFP are <u>subject to</u> disqualification from participating in this solicitation.

David Romero, Purchasing Agent Purchasing Department Escambia County School District 75 N. Pace Blvd. Pensacola, FL 32505

Email: dromero@ecsdfl.us

- M. FORCE MAJEURE: A "Force Majeure Event" is defined as fire, flood, earthquake, acts of God, wars, riots, civil unrest, vandalism, acts of terrorism, or any other similar cause beyond the reasonable control of either Party (the District or the Responder) which make it illegal, impossible, or unreasonable for the Party to perform as originally contracted under this Agreement. Force Majeure does not apply where the non-performing Party is at fault in failing to prevent or causing the default or delay or if the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans, or other means. In the event that a Force Majeure Event prevents the Responder from executing its responsibilities under this Agreement, the Responder must immediately notify the District. The District will not hold the Responder in default of this Agreement if the Responder's non-performance is directly caused by a Force Majeure Event. A strike, lockout, or labor dispute shall not constitute a Force Majeure Event and shall not excuse the Responder from its obligations under this Agreement.
- PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance N. with Chapters 215 and 287, Florida Statutes, the District is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. The respondent is specifically required to complete the State of Florida Vendor Certification Regarding Scrutinized Companies Lists form included within this solicitation (Attachment E). Any multi-year agreement award resulting from this solicitation shall further require the awarded vendor to recertify prior to each renewal of the agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board (or District) may terminate any agreement resulting from this solicitation if the vendor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list. Notwithstanding the preceding, the District reserves the right to and may permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the District determine, on a case-by-case basis and in its sole discretion, that the conditions set forth in Section 287.135(4) are met.
- **O. ADDITIONAL FEDERAL REQUIREMENTS:** While not provided as separate certifications in this RFP, by signing this Proposal, the signatory attests to the applicable certification provisions listed below:
 - 1. Title VI of Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendments, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, 7 C.F.R. Parts 15, 15a and 15b, and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.

Page 8 of 25 RFP #201606

- 2. The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.).
- **3.** Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
- **4.** Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).
- **5.** Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- **6.** Contract Work Hours and Safety Standards Act (29 C.F.R. Part 5). 9
- 7. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).
- **8.** Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
- 9. Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- 10. The vendor is subject to the provisions of Section 2209d of Title 7 of the United States Code due to the use of federal funds for the food service program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved.
- 11. Rights to Inventions Made Under a Contract or Agreement (2 CFR 200.326 Appendix II (F).
- **12.** Procurement of Recovered Materials and Solid Waste Act (2 CFR 200.322).
- **13.** Breach of Contract [2 CFR Appendix II to Part 200 (b)].
- **14.** Byrd Anti-Lobbying [2 CFR 200.326 Appendix II (J)].

Minority/Disabled Service Veteran Suppliers are encouraged to register with the Florida Department of Management Services Office of Supplier Diversity at: https://osd.dms.myflorida.com

P. MISCELLANEOUS:

- 1. The District will not be liable for any cost incurred in the preparation of Proposals.
- 2. The submission of a Proposal shall be prima facie evidence that the Responder has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- **3.** The Responder shall furnish the District such additional information as the District may reasonably require.
- **4.** The District will not be liable for any costs not included in the Proposal and subsequent contracted-for-costs.
- 5. The District reserves the right to reject any and all Proposals, and the right, in its sole discretion, to accept the Proposal it considers most favorable to the District's interests. The District further reserves the right to reject all Proposals and to seek new Proposals when such a procedure is reasonable and in the best interest of the District.
- **6.** The District reserves the right to waive any of the conditions or criteria set forth in this RFP.
- 7. The Agreement cannot be assigned to a subcontractor without the prior written approval of the District.
- **8.** The District reserves the right to purchase unlimited quantities of services under this Agreement for any facility operated by the District.
- **9.** The District reserves the right, in its sole discretion, to increase and/or decrease the frequency of any services provided under this Agreement.
- **10.** The District reserves the right, in its sole discretion, to add and/or remove equipment to or from this Agreement.

Page 9 of 25 RFP #201606

IV. DISPUTE

Any person or company whose substantial interests are directly and adversely affected by the award or intended award of a bid, RFP, or contract may file a protest in accordance with the rules set forth herein.

- **A.** The District reserves the right to reject all Proposals submitted and re-solicit at any time during the solicitation process.
- **B.** Solicitation award recommendations and tabulations will be posted for seventy-two (72) hours in the Purchasing and Business Services Department and on its website. Failure to file a "Notice of Protest" during this seventy-two (72) hour period, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under School Board Rule and Florida Statues. It is the Contractor's responsibility to insure timely filing and receipt of protest by the Purchasing and Business Services Department.
- C. Within ten (10) days, not including Saturdays, Sundays and state holidays, of filing the Notice of Protest, the Protester shall file a formal written protest with the Purchasing and Business Services Office. The formal written protest shall state with particularity the facts and law on which the protest is based. At the time of filing the formal written protest, the Protester shall post a Protest Bond to defray the costs incurred by the Board in considering the protest. The Bond, payable to the Board, shall be in the amount equal to five percent (5%) of the estimated amount of the contract or ten thousand dollars (\$10,000.00), whichever is greater, not to exceed twenty-five thousand dollars (\$25,000.00).
 - 1. The Protest Bond shall be in the form of a surety bond, cash, or certified funds, and shall be conditioned upon payment of all costs and charges which may be incurred by the Board in considering the protest if the Board prevails. In the event the Protest is withdrawn prior to a formal hearing or the Protester prevails as determined by the findings of an independent Hearing Officer, the Bond will be refunded to the Protester.
 - **2.** Failure to file the Notice of Protest, formal written protest, and/or Protest Bond within the time permitted shall constitute a waiver of proceedings under Board Rules and Florida Statutes. The Protester has the responsibility to insure timely filing of the Notice of Protest, formal written protest and/or Protest Bond and receipt of same by the Purchasing and Business Services Office.
- Department and/or their legal counsel for seven (7) days, not including Saturdays, Sundays and state holidays from filing the formal written protest in an effort to mutually resolve the protest. The Parties may mutually extend the seven (7) workday time period. If the subject of a protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, the Board shall refer the protest to the Florida Division of Administrative Hearings (DOAH).
- **E.** The Florida Division of Administrative Hearings (DOAH) will assign an Administrative Law Judge (ALJ) to serve as an impartial Hearing Officer. A date, time and location will be set for an administrative hearing within thirty (30) days.
 - 1. The Parties shall arrange to have all witnesses and evidence present at the time and place of hearing. Subpoenas will be issued by the ALJ upon request of the Parties. All Parties have the right to present oral argument and to cross-examine opposing witnesses. All Parties have the right to be represented by counsel or other qualified representative, in accordance with Florida Administrative Code Rule 28-106.106. Failure to appear at this hearing may be grounds for closure of the file without further proceedings.
 - 2. The ALJ shall render his findings of fact and ruling of law. Each Party shall be allowed ten (10) days in which to submit written exceptions to the recommended order. A final order shall be submitted within thirty (30) days of the entry of the recommended order to the School Board to be adopted for resolution and disposition of the protest.
 - **3.** If the Protester prevails, the Board shall return the Protest Bond to the Protester.

If the Board prevails, the Protester will submit payment for all costs and charges, such as ALJ and court reporter fees. Each Party will be responsible for their own attorney fees regardless of the findings of the ALJ. Upon

Page 10 of 25 RFP #201606

settlement of all cost and charges, the Protest Bond will be returned to the Protester.

V. EVALUATION CRITERIA

Points will be awarded based on the responses in each proposal received. The number of points in parenthesis is the total potential points for award. Points awarded by each member of the evaluation committee will be averaged and rounded to the next whole point to determine the total quantity of points awarded in each of the below categories. The District may award up to three (3) Responders based on proposal scores.

A. QUESTIONNAIRE AND RESPONSE (60 POINTS):

- 1. Responses to each paragraph in Section VIII.A. shall be awarded some number of points up to the maximum number stated. A possible total of twenty-five (25) points will be available for this section.
- 2. The evaluation committee will determine scores for Section VIII.B. A possible total of thirty-five (35) points will be available for this section.
- **B. PRICE PROPOSAL** (**40 POINTS**): The maximum total points will be awarded to the Responder with the most responsive and competitive Price Proposal. All other Responders will be awarded less than the total maximum points based on their comparison to the most responsive and competitive Price Proposal.

Lack of a response for any item above will result in zero (0) points for that item. All attachments shall be clearly marked and reference the appropriate item. Additional information may be submitted by the Responder; however, the evaluation committee shall be solely responsible for determining the weight such information will be assigned, if any. Responses received which do not contain ALL items listed in this section may be considered non-responsive at the sole discretion of the District. The Agreement will be awarded to the Responder(s) deemed to be, overall, the most responsive and capable to meet and perform according the RFP specifications and scope of work or services.

C. PROPOSAL EVALUATION PROCESS AND DISTRICT'S RIGHTS AND RESERVATIONS:

- 1. Proposals are received and publicly opened. Only the names of the Responders are read at the proposal opening.
- 2. An Evaluation Committee will review, convene, and evaluate all Proposals submitted based on the factors set forth in the RFP. The District reserves the right to waive any irregularities and technicalities. The District reserves the right to accept or reject any or all Proposals. Purchasing personnel will participate in an administrative and advisory capacity only.
- 3. The Evaluation Committee reserves the right to interview any or all Responders and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written Proposal received. The District will not be liable for any costs incurred by the Responder in connection with such interviews (i.e., travel, accommodations, etc.).
- 4. All Proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the Proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial Proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Responder; or, (3) Allow the top ranked Responders to make oral presentations.
- **5.** Responders are advised to provide their best offer with the initial Proposal because the District reserves the right to award a Contract based on initial Proposals without further discussion or negotiation. The District reserves the right, before awarding the Contract, to require Responder(s) to submit additional evidence of qualifications or any other information the District may deem necessary.
- 6. The District reserves the right, in its sole discretion, to award to the highest rated Responder or to up to the top three (3) Responders based upon the quantities of points awarded by the evaluation committee. In the event of award to multiple Responders, the District shall, in its sole discretion, assign locations listed in Attachment F to each awarded Responder.
- 7. The District, in its sole discretion, will select the Proposal(s) most advantageous to the District.

Page 11 of 25 RFP #201606

The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable Proposal. The District reserves the right to further negotiate any Proposal, including price. In the event that a mutually acceptable contract between the District and the selected Responder(s) cannot be successfully negotiated and executed, the District reserves the right to discontinue negotiations with such Responder(s) and to negotiate and execute a Contract with the next-ranked Responder(s).

- **8.** The District reserves all rights, in its sole discretion, not to issue an award to any Responder, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Responder for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.
- **9.** The Purchasing Department will prepare and submit a recommendation agenda item to the Superintendent of Schools, Escambia County, Florida. The Superintendent will then recommend the award(s) to the School Board. The School Board will then approve or reject the recommendation.

VI. PREPARATION AND SUBMISSION REQUIREMENTS

Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole discretion of the District.

- A. SUBMISSION REQUIREMENTS: All documents listed below must be returned in their entirety. Failure to return all pages of the entire document or any of the listed items will subject the Proposal to disqualification as indicated below. Once accepted, all originals and any copies of Proposals become the sole property of the District and may be retained or disposed of by the District in any manner which the District deems fit. Modifications or alterations to this RFP document are prohibited and may result in the rejection of your Proposal.
 - 1. The entire RFP document (Pages 1 25) must be returned. The signature on the first page must be an original signature. No fax or email documents will be accepted. In the event that the Responder makes an error on entering any information and enters a correction, the Responder shall initial the change(s). Any Proposal submitted with strike over or white out corrections that are not initialed may be rejected as a non-responsive Proposal.
 - 2. Return your original Proposal and six (6) copies. The copies must be a photocopy of your original Proposal and there shall be no differences in the RFP document or attached enclosures. Any difference or failure to include RFP attachments in both sets may cause your Proposal to be rejected. Please mark all copies as "COPY". RFP documents may be printed double-sided with left margin, book-style binding. Your original Proposal and your six (6) copies, excluding your Price Proposal, must be submitted in a sealed envelope which must be clearly labeled "RFP #201606 ECSD COMPUTER AND PERIPHERAL REPAIR SERVICES" on the outside of the package.
 - 3. Copy of Responder's current business license as referenced in Section III, Letter B.
 - 4. **Price Proposal:** This form must be completed **in its entirety** and signed in the space provided. Original Price Proposals and a photocopy must be provided in a **separate, sealed envelope** which must be clearly labeled "**PRICE PROPOSAL: RFP #201606 ECSD COMPUTER AND PERIPHERAL REPAIR SERVICES**." Please ensure that your company's name is notated where indicated on each page of your Price Proposal. Failure to return this form <u>will</u> result in your Proposal not being accepted.
 - **5. Response to Questionnaire Attachments:** The following items must be provided and attached to the Responder's Proposal. Responder's company name should be listed on each page and on any additional attachments. Failure to provide any of the requested items may result in your Proposal not being accepted.
 - i. Company Background and Experience: This information must be provided per Section VIII.A. (See Pages 14 15).
 - ii. References: This information must be provided per Section VIII.A.3 (See Page 15).

Page 12 of 25 RFP #201606

- **6.** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions: This form must be completed in its entirety, signed, and returned with the Responder's Proposal. Failure to return this form will result in your Proposal not being accepted. Refer to Attachment A.
- 7. Escambia School District Risk Management Addendum: This form must be initialed and returned with the Responder's Proposal. Refer to Attachment B. Contractor shall furnish proof of the required insurance by certificate of insurance 30 days prior to the start of term.
- **8. Escambia School District Public Records Addendum:** This form must be initialed and returned with the Responder's Proposal. Refer to Attachment C.
- **9. Drug Free Workplace:** This form while not required, will be a determining factor in award between two (2) Proposals equal in price, quality, and service. If submitting, this form must be signed and returned with the Responder's Proposal. Refer to Attachment D.
- **10. Vendor Certification Regarding Scrutinized Companies Lists:** This form must be completed in its entirety, signed, and returned with the Responder's Proposal. Refer to Attachment E.

A Submission Checklist has been provided in Attachment H to assist Responders in ensuring that their respective Proposal includes all of the required documents and attachments. All Proposals and pricing must be received no later than Wednesday, July 22, 2020 at 2:00 p.m., CST

VII. SPECIFICATIONS AND SCOPE OF WORK OR SERVICES

- A. Equipment repair and warranty services to be covered by this solicitation will consist of all Escambia County School District, Florida owned computer systems and peripheral equipment, which may include monitors, storage devices, uninterrupted power supplies (UPS), printers, and scanners. Present equipment to be serviced is found on Attachment G (Computer Repair Guideline) which may be updated according to the needs of the District. The Contractor will maintain warranty repair certification as detailed later in this agreement.
- B. The Contractor will cover all costs on an as needed basis for repairs in accordance with Attachment G. Invoicing will be billed at a Time (Labor) and Materials (Parts) cost separately by site (designated by cost center). No additional or separate charges for transportation will be allowed for repairs. If repairs are offsite, the Contractor must assume all risk of loss or damage described in Section II.K. while equipment is in their possession. The District Contract Administrator (DCA) may order parts separately under this award to effect repairs. Any non-warranty repairs out of the scope of the computer repair guidelines (Attachment G) document must have prior approval from the DCA.
- C. The awarded Contactor will be required to reimburse the District for the cost of at least one (1) Zendesk license from the District IT department in order to communicate with Technology Coordinators at the District and School levels as well as track and note the work performed.
- **D.** All devices repaired by the Contractor must be cleaned of any dirt, smudges, or debris on the outer casing and screen and tested. The appropriate Zendesk ticket will be noted as described below.
 - 1. Zendesk tickets will record the following by District personnel:
 - i. Date of the request
 - ii. Detail of work requested
 - iii. Equipment serial/service tag number
 - iv. Property/County tag number (if applicable)
 - v. Machine manufacturer
 - vi. Model number
 - vii. Function
 - viii. School/Center
 - ix. Room number

Page 13 of 25 RFP #201606

- 2. Zendesk tickets will record the following by the Contractor:
 - i. Date of equipment pick up
 - ii. Detail of the work performed
 - iii. Listing of all parts replaced with serial numbers and pricing (if not under warranty)
 - iv. Date of equipment returned to the service location
- **E.** Upon the completion of work, the Contractor must submit a detailed, itemized invoice within thirty (30) calendar days after the work has been completed as described in Section III.K. on page 7.
- F. The Contractor will provide a monthly summary report with their invoice for the proceeding month, received no later than fifteen (15) days following the last day of the preceding month, indicating all work performed and charged. Report is to include the serial number, District property number, manufacturer, model number, site (cost center), description of all work performed, and total cost to repair. Reports shall be provided to the DCA.

VIII. QUESTIONNAIRE AND RESPONSE (MAXIMUM – 60 POINTS)

Responder shall provide the information requested in this section as an attachment – Response to Questionnaire Attachments and submitting it in the manner prescribed in Section V and VI (Pages 11-13).

A. COMPANY BACKGROUND, EXPERIENCE, AND REFERENCES (MAXIMUM – 25 POINTS):

- 1. **Company Biography (Maximum 4 Points):** Provide a brief company biography, limited to two (2) pages, to include: general information on the company, the location of Corporate headquarters, number of branch offices, and the location of the office from which the work for the District would be performed.
- 2. Company Structure and Experience (Maximum 15 Points): The Responder must be capable of efficiently and successfully serving all of the locations listed in Attachment F. To assist in the evaluation of the size and expertise of the Responder's staff, please provide the following information:
 - **a.** State your business hours and, if different, the hours for your technical, troubleshooting, and warranty support.
 - **b.** Provide the point of contact information, including the name, email, and phone number if the District will have a single point of contact. If you plan to have multiple designated contacts, describe each person's area of responsibility and contact information. If the District will not have any designated contacts-single or multiple, describe the support services structure the District should expect.
 - c. State the number and names of full-time and part-time technicians employed by the Contractor who will provide service to the District under this Agreement as well as their years of experience in maintaining this type of equipment and list and provide proof of these certifications.

Note: All technicians performing work under this Agreement must, at a minimum, possess a current, valid A+ Certification.

- **d.** Contractor shall describe the availability of vehicles. For example: Are vehicles provided or will the technician use their personal vehicle. Provide proof of required insurance (see Attachment B) to prevent the risk of loss to be utilized in making on-site repairs, equipment pick-up, or equipment delivery.
- **e.** Contractor shall describe the method of conveying equipment to and from all service locations throughout Escambia County, FL. E.g.: crates, pallets, or hand carrying devices.
- **f.** Provide proof of certification as a Dell Certified Service and Repair Center, Apple Authorized Service Provider, and any other certification as an Authorized Service Center.

Page 14 of 25 RFP #201606

g. Will the Responder require the use of a subcontractor to provide the level of service requested in this RFP to all of the locations listed in Attachment F? If you plan to use sub-contractors to perform services, then please provide a one (1) page explanation who the sub-contractor(s) is and how and when they will be utilized.

Note: Anyone on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- 3. References (Maximum 6 Points): Provide a list of no more than three (3) references for which you have performed similar services as proposed in this RFP. References should be from at least two (2) different entities similar in size to the District. The reference list shall include: the client's name, address, contact name, phone number, email address (if available), type and model of equipment maintained, and the length of time that your company has held a contract for services with the reference. By providing the reference information, you are authorizing the District to contact the reference to ask questions and obtain information relative to your performance. Past performance with the District may also be considered in this section.
- **B. PERFORMANCE PARAMETER COMMITMENT (MAXIMUM 35 POINTS):** The District is interested in finding out response time to a repair request, turnaround time after pick up of equipment, repair warranty periods, and invoicing of services rendered.
 - 1. Response Time: State the estimated average time it will take to provide a response by a technician to a repair request once received through Zendesk.
 - 2. Repair Warranty: Include in your proposal a description of the manufacturer's warranty covering parts and labor which will be covered after repair has been completed per specified manufacturer line listed on Attachment G. If a general warranty will be applied to all work performed by Responder in addition to the manufacturer offering, please also include that information.

Note: All warranty calls or repeat service repair calls made to equipment for the same problem and repairing the same parts within the warranty period will be at no charge to the District.

- **3.** Sample documents: Provide a sample document for each of the following, which should be sufficiently detailed.
 - **a.** Invoicing: Include a sample invoice with the proposal. Such documentation will provide the Contractors name and billing address, Zendesk ticket number, invoice date, total cost of repairs, and site (cost center).
 - **b.** Summary Reports: Include a sample monthly summary report with the proposal.
 - **c.** Chain of Custody Accountability Log: Include a sample accountability log with the proposal listing the individual releasing custody, individual accepting custody, and the date and time of the transfer for the equipment.
- 4. Proposer must describe in a detailed step-by-step manner, including time lines, of how they propose to deliver the services required by this solicitation. Proposer must describe each step from initial notice of a need to repair, to the return to service of the equipment, and submission of billing. Proposer in all cases shall be in a position to assure a timely completion of service to the District. Proposer will be asked to commit to an acceptable response and turnaround time as a performance parameter to this agreement. Proposer will be audited during the contract to confirm that performance commitments are being met.
- **5.** Zendesk license: Proposer will affirm commitment to reimbursing the District for a minimum of one (1) Zendesk license (approximately \$44.00 per year) to be maintained during the entire award Term and subsequent renewals, as applicable. Should the District change providers, the Contractor will be notified.

Page 15 of 25 RFP #201606

6. Badging: Proposal will affirm commitment to obtaining badges for all employees as required in accordance with Section III, Letter C, which will be maintained for the duration of award Term and subsequent renewals, as applicable. Further, Proposer will affirm that only employees holding valid, current badges will be allowed on District property to perform on-site work. Proof of badging must be provided no later than thirty (30) days following award to the Purchasing Agent responsible and listed for this solicitation.

IX. PRICE PROPOSAL (MAXIMUM – 40 POINTS)

In a separate sealed envelope, provide a completed Price Proposal for the services described in Section V – Evaluation Criteria. No pricing will be given consideration until all Proposals are evaluated based on qualification items in the above Section VIII – Questionnaire and Response.

- A. Labor Rates
 - 1. State labor rates during normal business hours.
 - 2. State labor rates during non-normal business hours or declared states of emergency.
- **B.** How are partial hours billed?
- **C.** How will non-warranty repair part costs be calculated?

Page 16 of 25 RFP #201606

ATTACHMENT A

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

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

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

ORGANIZATION NAME	SPONSOR AGREEMENT NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED	D REPRESENTATIVE(S)

SIGNATURE(S)

DATE

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to 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 form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Page 17 of 25 RFP #201606

ATTACHMENT B

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENTADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of , or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

- 1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 2. If this agreement involves performance by officers, employees, agents or subcontractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved: Signer:	Initials of each Signer:
Ken-T When-	
Kevin T. Windham, CFE, CSRM, Director-Risk Management	
Escambia School District	
75 North Pace Boulevard	
Pensacola, FL 32505	
04/18/11 Page 1 of 1	

Page 18 of 25 RFP #201606

ATTACHMENT C

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the School Board to perform the service.
- 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See http://dos.myflorida.com/library-archives/records-management/general-records-schedules)
- 2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.
- D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, NROSS@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:	Initials of Each Signatory:
ONA.	
Willias	
Donna Sessions Waters	
General Counsel	
Escambia County School Board	,
75 North Pace Blvd.	
Pensacola, FL 32505	
02/28/2020	

Page 19 of 25 RFP #201606

ATTACHMENT D DRUG FREE WORKPLACE

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

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

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

Page 20 of 25 RFP #201606

ATTACHMENT E State of Florida Vendor Certification Regarding Scrutinized Companies Lists

	-	
Respondent Vendor Name:		
Vendor FEIN:		
Vendor's Authorized Represe	entative Name and Title:_	
Address:		
City:	State:	ZIP:
Phone Number:		
Email Address:		
participating in a boycott of Isi in Sudan List, the Scrutinized operations in Cuba or Syria. B As the person authorized to s "Respondent Vendor Name" is List, the Scrutinized Companie Sector List and has not been e	rael, are on the Scrutinize Companies with Activit oth lists are created pursu ign on behalf of Respons s not participating in a best with Activities in Sudar engaged in business operations.	agencies from contracting with companies, for goods or services, that are ed Companies that Boycott Israel list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business and to Section 215.473, Florida Statutes. Ident, I hereby certify that the company identified above in the sector entitled to boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israe in List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy ations in Cuba or Syria. I understand that pursuant to Section 287.135, Floridated company to civil penalties, attorney's fees, and/or costs.
Date:		

Page 21 of 25 RFP #201606

ATTACHMENT F

Service Locations for the Escambia County School District

Elementary Schools

A.K. Suter Elementary 501 Pickens Avenue Pensacola, FL 32503

Bellview Elementary 4425 Bellview Avenue Pensacola, FL 32526

Beulah Elementary 6201 Helms Road Pensacola, FL 32526

Blue Angels Elementary 1551 Dog Track Road Pensacola, FL 32506

Bratt Elementary 5721 North Highway 99 Century, FL 32535

Brentwood Elementary 4820 North Palafox Street Pensacola, FL 32505

C.A. Weis Elementary 2701 North Q Street Pensacola, FL 32505

Cordova Park Elementary 2250 Semur Road Pensacola, FL 32503

Ensley Elementary 501 East Johnson Avenue Pensacola, FL 32514

Ferry Pass Elementary 8310 North Davis Highway Pensacola, FL 32514

Global Learning Academy 100 North P Street Pensacola, FL 32505 Hellen Caro Elementary 12551 Meadson Road Pensacola, FL 32506

Holm Elementary 6101 Lanier Drive Pensacola, FL 32504

Jim Allen Elementary 1051 Highway 95A North Cantonment, FL 32533

Kingsfield Elementary 900 West Kingsfield Road Cantonment, FL 32533

Lincoln Park Elementary 7600 Kershaw Street Pensacola, FL 32534

Lipscomb Elementary 10200 Ashton Brosnaham Road Pensacola, FL 32534

Longleaf Elementary 2600 Longleaf Drive Pensacola, FL 32526

McArthur Elementary 330 East Ten Mile Road Pensacola, FL 32534

Molino Park Elementary 899 Highway 97 Molino, FL 32577

Myrtle Grove Elementary 6115 Lillian Highway Pensacola, FL 32526

Navy Point Elementary 1321 Patton Drive Pensacola, FL 32507 N.B. Cook Elementary 1310 North 12th Avenue Pensacola, FL 32503

Oakcrest Elementary 1820 North Hollywood Boulevard Pensacola, FL 32505

O.J. Semmes Elementary 1250 East Texar Drive Pensacola, FL 32503

Pine Meadow Elementary 10001 Omar Avenue Pensacola, FL 32534

Pleasant Grove Elementary 3000 Owen Bell Lane Pensacola, FL 32507

Scenic Heights Elementary 3801 Cherry Laurel Drive Pensacola, FL 32504

Sherwood Elementary 501 Cherokee Trail Pensacola, FL 32506

Warrington Elementary 220 North Navy Boulevard Pensacola, FL 32507

West Pensacola Elementary 801 North 49th Avenue Pensacola FL, 32506

Page 22 of 25 RFP #201606

ATTACHMENT F (Continued)

Middle Schools

Bellview Middle 6201 Mobile Highway Pensacola, FL 32526

Beulah Middle 6001 West Nine Mile Road Pensacola, FL 32526

Brown-Barge Middle 201 East Hancock Lane Pensacola, FL 32503

Escambia High 1310 North 65th Avenue Pensacola, FL 32506

Northview High 4100 West Highway 4 Bratt, FL 32535

Pensacola High 500 West Maxwell Street Pensacola, FL 32501

McDaniel Building 75 North Pace Boulevard Pensacola, FL 32505

J.E. Hall Center 30 East Texar Drive Pensacola, FL 32503

Spencer Bibbs 2005 North 6th Avenue Pensacola, FL 32503

Escambia County Jail 2935 North L Street Pensacola, FL 32501 Ernest Ward Middle 7650 Highway 97 Walnut Hill, FL 32568

Ferry Pass Middle 8355 Yancey Avenue Pensacola, FL 32514

Jim C. Bailey Middle 4110 Bauer Road Pensacola, FL 32506

High Schools

Pine Forest High 2500 Longleaf Drive Pensacola, FL 32526

Tate High 1771 Tate Road Pensacola, FL 32533

Alternative Schools and Locations

Escambia Boy's Base 640 Roberts Avenue #3780 Pensacola, FL 32511

Escambia Juvenile Justice Center 1800 St. Mary Avenue Pensacola, FL 32501

Escambia Westgate Center 10050 Ashton Brosnaham Drive Pensacola, FL32534

George Stone Technical College 2400 Longleaf Drive Pensacola, FL 32526 Ransom Middle 1000 West Kingsfield Road Cantonment, FL 32533

Warrington Middle

450 South Old Corry Field Road

Pensacola, FL 32507

Workman Middle 6299 Lanier Drive Pensacola, FL 32504

Washington High 6000 College Parkway Pensacola, FL 32504

West Florida Tech High 150 East Burgess Road Pensacola, FL 32503

Lakeview Center 1221 West Lakeview Avenue Pensacola, FL 32501

PATS Center 201 East Hancock Lane Pensacola, FL 32503

Success Academy 7045 Wymart Road Pensacola, FL 32526

Page 23 of 25 RFP #201606

ATTACHMENT G Computer Repair Guidelines

Requests for repair must be submitted through the Help Desk ticket submission process, https://ecsd.zendesk.com/hc/en-us/requests/new. All requests must include the following information: Property Number (if applicable), Serial or Service Tag Number, Machine Manufacturer, Model, Function, School/Center, and Room Number. Requests for screen repair or any accidental damage repair by an employee must follow SOP 1301-h4 and include a statement explaining the damage. Any submissions without the required fields will be put on hold until the information is provided. SOP for Lost, Stolen or Damaged District Property can be found at https://drive.google.com/file/d/0B0S_vBk5SsOYMS1HdGpsMHExczQ/view.

No repair that exceeds 30% of the replacement cost of a device will be completed without approval from the Director of Information Technology or the Coordinator of Technology Services.

If a hard drive is replaced or reformatted, installation of Windows 10 or the latest version of Mac OS X should be completed providing processor speed, RAM size, and storage size allow. Otherwise, match the OS installation, as these considerations will allow.

Dell & Apple Desktops/Laptops

- Most computers acquired prior to 12/31/14 will not be repaired. Approximate county tag number C034655800.
- Most computers acquired between 12/31/14 and 07/01/16 (C035064400) whose repair cost would exceed \$300 will not be repaired.
- Latitude Models xx30 and below will not be repaired.
- Optiplex models 7010 and below will not be repaired.
- No computer will be repaired whose repair cost exceeds 70% of replacement cost.

Chromebooks

- 1st generation Dell Chromebook 11s will not be repaired.
- 3120 Chromebooks will not be repaired.
- Chromebooks more than 3 years old should not be repaired, but rather replaced from spares. Check warranty status at https://www.dell.com/support/contents/us/en/04/category/warranty/.
 - In the unlikely event that no suitable replacement can be found, the Coordinator of Technology Services may authorize a repair.

Printers

- All ink jet printers will not be repaired. Individual exceptions may be granted for any ink jet printer that has a replacement value in excess of \$500.
- HP M553 printer repairs should not exceed \$240.
- All personal laser printers more than 5 years old will not be repaired.

Most servers currently in use will be repaired. The Coordinator of Technology Services should be notified when the repair cost exceeds 30% of the replacement cost.

Items not covered: batteries, laptop power adapters, mice, keyboards, modems, network equipment, multimedia projectors, handhelds, dot matrix printers, cameras, classroom response systems, flash drives, tricasters, smart boards.

Page 24 of 25 RFP #201606

ATTACHMENT H Submission Checklist

Use this checklist to ensure that you have included all required items in your Proposal. For specific submission instructions, refer to Section VI on Pages 12-13.

opies
Request for Proposal (RFP) & Proposal Acknowledgement Form (Page 1)
State of Florida Business License (See Section III.B. on Page 6)
Response to Questionnaire Attachments (Refer to Section VI on Pages 12-13)
A. Company Background and Experience (Refer to Section VIII.A. on Pages 14 - 15)
1. Company Biography
2. Company Structure
a. Business Hours
b. Point of Contact Information
c. Technician Information (with Certificate copies)
d. Vehicle Information
e. Method of Transportation of Equipment
f. Authorized Service Center Certifications
g. Use of sub-contractors and explanation (if applicable)
3. References
B. Performance Parameter Commitment (Refer to Section VIII.B. on Page 15 - 16)
a. Response Time
b. Repair Warranty
c. Sample Documents
d. Delivery of Services Summary
Attachment A - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Page 17)
Attachment B - Escambia School District Risk Management Addendum (Page 18)
Proof of Required Insurance (Current copy of Certificate of Insurance)
Attachment C - Escambia School District Public Records Addendum (Page 19)
Attachment D - Drug Free Workplace (Page 20)
Attachment E - Vendor Certification Regarding Scrutinized Companies Lists (Page 21)

Page 25 of 25 RFP #201606

Price Proposal (Refer to Section IX. on Page 16) Completed in its **ENTIRETY** – **One** (1), **Manually-Signed**

Original and One (1) Copy