

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Building 5
St. Augustine, FL 32084



INVITATION TO BID (ITB)

REQUIRED RESPONSE FORM

BID NO.: 2018-40
RELEASE DATE: November 26, 2018

INVITATION TO BID TITLE:
erate Aggregation Switching

F.O.B. Destination: **District Wide**

CONTACT: Patrick Snodgrass
Director of Purchasing
(904) 547-8941
patrick.snodgrass@stjohns.k12.fl.us

BID DUE DATE AND TIME: January 9, 2019 @ 1:30 pm
BID OPENING DATE AND TIME: January 9, 2019 @ 2:00 pm

SUBMIT BID TO: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Building 5
St. Augustine, FL 32084

BID OPENING LOCATION: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Building 5
St. Augustine, FL 32084

REQUIRED SUBMITTALS CHECKLIST - Each submittal checked below is **required** for Bid to be considered.

- Literature Specifications Catalogs Product Samples: See Special Conditions
 Debarment Form Manufacturer's Certificate of Warranty
 Drug-Free Workplace Certification List of References
 Certificate of Insurance: See Special Conditions
 Additional submittals specific to this ITB may also be required – See Special Conditions for details

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED.

Company Name: _____

Address: _____

City, State: _____ Zip: _____ FEIN: _____

Signature of Owner or Authorized Officer/Agent _____ Telephone: _____

Typed Name of Above: _____ FAX: _____

Email: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the Bidder, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Bidder: To ensure acceptance of the bid follow these instructions:

1. **DEFINITIONS:** For purpose of these General Conditions "ITB" refers to the Invitation to Bid. "Bid" refers to the completed ITB Required Response Form above, together with all supporting documentations and submittals. "Bidder" or "Contractor" or "Respondent" refers to the entity or person that submits the Bid. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the ITB. "Conditions" refers to both the General Conditions and the Special Conditions of this ITB.
2. **EXECUTION OF BID:** The ITB Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Bid and all required submittals. All Bids must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Bid even when using opaque correction fluid. Any illegible entries will not be considered for award. The ITB General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Bid or otherwise by the Bidder. In the event of any conflict between the Conditions and specifications of the ITB and the terms and conditions of the Bid, the Conditions and specifications of the ITB take precedence. Any failure to comply with the ITB Conditions or specifications or attempt to alter them by the Bidder shall be grounds for rejection of the Bid.
3. **SUBMISSION OF BID:** The completed Bid must be submitted in a sealed envelope with the ITB title and bid number on the outside. Bids must be time stamped by the Purchasing Department prior to the ITB due time on date due. No Bid will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Bids submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this ITB.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for a particular ITB. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
5. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the ITB. In case of discrepancy in computing the amount of the Bid, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Bidder is responsible for freight charges. Bidder owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) Taxes: The School Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal 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: Bidders are expected to examine the General and Special Conditions, specifications, delivery schedules, Bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
 - c) Conditions and Packaging: It is understood and agreed that any item offered or shipped as a result of this ITB shall be new (current production model at the time of this ITB) unless otherwise stated. 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 ITB, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) Preference for St. Johns County Bidders: For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Bidders, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).
6. **BRAND NAMES:** The District reserves the right to invite Bids for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Bidder may propose a substitute product of equal quality and functionality unless the Conditions or specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Bidder's responsibility to submit

with the Bid brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.

7. **QUALITY:** The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty period, the successful Bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same warranty as the original equipment. The successful Bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
8. **SAMPLES:** Samples of items, when required, must be furnished free of expense by the ITB due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within thirty (30) days after ITB opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name, ITB number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the ITB. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, Sebastian Administrative Annex, 3015 Lewis Speedway Building 5, St. Augustine, FL 32084.
9. **TESTING:** Items proposed may be tested for compliance with ITB Conditions and specifications.
10. **NON-CONFORMITY:** Items delivered that do not conform to ITB Conditions or specifications may be rejected and returned at Bidder's expense. Goods or services not delivered as per delivery date in ITB and/or purchase order may be purchased on the open market. The Bidder shall be responsible for any additional cost. Any violation of these stipulations may also result in Bidder being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
11. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), the Bid must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
12. **REQUESTS FOR CLARIFICATION:** No correction or clarification of any ambiguity, inconsistency or error in the ITB Conditions and specifications will be made to any Bidder orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB. Only the interpretation or correction so given by the Purchasing Department Representative, by email or in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the ITB Conditions and specifications.
13. **DISPUTE:** Any dispute concerning the Conditions or specifications of this ITB or the contract resulting from this ITB shall be decided by Purchasing Department and that decision shall be final.
14. **AWARDS:** Bids shall be reviewed in accordance with the ITB Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all Bids; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any Bid; to acquire additional quantities at prices quoted in the Bid unless additional quantities are not acceptable, in which case the Bid must be conspicuously labelled "BID IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the ITB shall be made in the best interest of the School District.
15. **OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain Bids to sell the services or products to the School Board. Other school boards and governmental agencies/entities may purchase goods or services based on the contract awarded as a result of this ITB. The services and products are to be furnished in accordance with the terms of the resulting contract.
16. **MARKING:** A packing list must be included in each shipment and shall show the School Board purchase order number, ITB number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) ITB number.
17. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Bidder and return product at Bidder's expense.
18. **BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.

19. **COPYRIGHT AND PATENT RIGHTS:** The Bidder, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs and expenses, for or on account of 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. If the Bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
20. **OSHA:** The Bidder warrants that the product supplied to the School Board 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 constitute a breach of contract.
21. **LEGAL REQUIREMENTS:** The Bidder shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.
22. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the School Board. Further, all Bidders must disclose the name of any Board employee who owns directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Bidder's firm.
23. **ANTI-DISCRIMINATION:** The Bidder certifies that Bidder is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
24. **LICENSES AND PERMITS:** The Bidder shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the ITB award.
25. **BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful Bidders. After acceptance of Bid, the Board will notify the successful Bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the Bid bond will be returned to the successful Bidder.
26. **DEFAULT AND REMEDIES:** The following remedies for default shall apply.
 - a) **Failure to Timely Deliver.** The parties acknowledge and agree that the damages for the failure of the successful Bidder to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Bidder to deliver on time. Therefore, in the event the successful Bidder fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Bidder in an amount equal to 25% of the unit price Bid, times the quantity. The successful Bidder shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
 - b) **Other Default.** In the event of default for any reason other than the failure of the successful Bidder to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
27. **TERMINATION:** In the event any of the provisions of this ITB are violated by the Bidder, the Purchasing Department reserves the right to reject its Bid. Furthermore, the School Board reserves the right to terminate any contract resulting from this ITB for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
28. **FACILITIES:** The Board reserves the right to inspect the Bidder's facilities at any time with prior notice.
29. **ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Bidder by virtue of proposing, certifies by signing Bid, that if awarded any portion of this Bid, will supply only material or equipment that is 100% asbestos free.
30. **INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Bid and any contract awarded to Bidder as a result of this ITB, the Bidder shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, 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 actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Bidder, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.
31. **CRIMINAL BACKGROUND SCREENING:** Pursuant to Florida Statute 1012.467 and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to

rule out that Bidder's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

For this ITB:

- A. Student contact not anticipated
- B. Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if requested and the contractor meets clearance requirements.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

The Bidder acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Bidder shall be responsible for the expense of the background screening of its employees.

- 32. **VENUE:** Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this ITB shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 33. **WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this ITB or any contract awarded upon this ITB. This provision is a material inducement for the School Board to enter into a contract with the successful Bidder.
- 34. **LOBBYING:** Lobbying is not permitted with any District personnel or School Board members in connection with any ITB or competitive solicitation. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any Bidder or any individuals that lobby on behalf of Bidder will result in rejection/disqualification of said Bid.
- 35. **ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under Bid contract without the prior written consent of the School Board.
- 36. **PROTEST:** Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 37. **COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
 - a) **Debarment:** The Bidder certifies by signing the Bid and required response form that the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the Bidder shall immediately notify the Purchasing Department and the Superintendent, in writing.
 - b) **Records:** Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board's final **payment is made**.
 - c) **Termination:** For all contracts involving Federal funds, in excess of \$10,000, the School Board reserves the right to terminate the contract for cause as well as convenience by issuing a certified notice to the vendor.
- 38. **PUBLIC ENTITY CRIME:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid 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 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 39. **COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS:** The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):

- a) **Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
- b) **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]

40. PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The Purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

41. PUBLIC RECORDS AND CONFIDENTIALITY: Subject to the limited confidentiality afforded pending competitive solicitation by Florida Statute 119.071, the ITB and all Bids are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a Bid, Bidders will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

Florida Statute 119.0701 requires the Contractor to comply with Florida's public records laws with respect to services performed on behalf of the School District. Specifically, the Statute requires that the Contractor:

- a) Keep and maintain public records required by the School District to perform the service.
- b) Upon request from the School District's custodian of public records, provide the School District 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 in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- 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 the School District.
- d) Upon completion of the contract, transfer, at no cost, to the School District all public records in possession of the Contractor or keep and maintain public records required by the School District to perform the service. If the Contractor transfers all public records to the School District 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

IF THE 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 CUSTODIAN OF PUBLIC RECORDS AT 904-547-7637; sjpubrec@stjohns.k12.fl.us ; OR ST. JOHNS COUNTY SCHOOL BOARD, ATTN: COMMUNITY RELATIONS, 40 ORANGE STREET, ST. AUGUSTINE, FL 32084

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

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

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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the 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.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, 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 bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free 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 action that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Vendor's Signature)



BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

Bid number and description: _____

Identify the state in which the Vendor has its principal place of business: _____

Instructions: IF your principal place of business above is located within the State of Florida, the Vendor must sign below and submit this form with your bid response, no further action is required.

However, 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 COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.

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

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

NOTICE: Section 287.084(2), Florida Statute, 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 Vendor'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 Vendor'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 preference(s) and identify applicable state law(s)):

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

____ The Vendor'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 Vendor's principal place of business is in the political subdivision of _____ and 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 Vendor's attorney: _____

Attorney's printed name: _____

Address of out-of-state Vendor's attorney: _____

Phone number/e-mail of out-of-state Vendor's attorney: _____

Attorney's states of bar admission: _____

Vendor's Signature: _____

Vendor's Printed Name: _____

Bid #2018-40 erate Aggregation Switching

ST. JOHNS COUNTY SCHOOL DISTRICT

INVITATION TO BID

SPECIAL CONDITIONS

1.0 INTRODUCTION

- 1.1 The St. Johns County School District (hereinafter referred to as the District) is requesting bid pricing from qualified suppliers for new 10Gbps/40Gbps aggregation switching and associated hardware items.

2.0 INSTRUCTIONS FOR BID SUBMITTAL

- 2.1 All bids must be received no later than, January 9, 2019 @ 1:30 PM and must be delivered to:

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Building 5
St. Augustine, FL 32084

**The District offices are closed December 22, 2018 through January 3, 2019.
Vendors should not attempt to deliver bids during this period.**

If a bid is transmitted by US mail or other delivery medium, the bidder will be responsible for its timely delivery to the address indicated

- 2.2 Any bid received after the stated date and time, **WILL NOT** be considered.
- 2.3 One manually signed original bid and one photocopy of the bid must be sealed in one package and clearly labeled “Bid #2018-40 erate Aggregation Switching” on the outside of the package. The legal name, address, bidder’s contact person and telephone number must also be clearly noted on the outside of the package.
- 2.4 Failure to submit one original bid with a manual signature may result in rejection of the bid.
- 2.5 All bids must be signed by an officer or employee having the authority to legally bind the bidder.
- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Bidders should become familiar with any local conditions that may, in any manner, affect the services required. The bidder(s) are required to carefully examine the bid terms and

Bid #2018-40 erate Aggregation Switching

to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

- 2.8 Bids not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 2.9 Any bid may be withdrawn prior to the date and time the bids are due. Any bid not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the bid.
- 2.10 Pursuant to Florida Statute, it is the practice of the District to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 2.11 When a school District is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school District shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

3.0 AWARD

- 3.1 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all bids.
- 3.2 The District reserves the right to require bidder(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.
- 3.3 The District reserves the right, prior to Board approval, to withdraw the bid or portions thereof, without penalty.

Bid #2018-40 erate Aggregation Switching

- 3.4 The District reserves the right to: (1) accept the bid of any firm to be in the best interest of the District and (2) to reject any and/or all bids.
- 3.5 The District reserves the right to conduct interviews with any of the bidders and to require a formal presentation by any of the bidders.
- 3.6 It is the intent of the District to award this bid to one or more sources, as determined to be in the best interest of the District.
- 3.7 The bid award will be made based on funds availability and will be at the sole discretion of the St. Johns County School Board.
- 3.8 The District is seeking USAC erate category 2 funding for this project and reserves the right to proceed with this project in part or in whole based on the sole decision of the District after receipt of USAC funding commitment decision letter (FCDL). The District anticipates receipt of the FCDL in the summer of 2019.

4.0 CONTRACT/RENEWAL

- 4.1 The term of this contract shall be from July 1, 2019 to June 30, 2020.
- 4.2 All terms and conditions of this bid, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

5.0 BID INQUIRIES/NOTICES

- 5.1 In order to maintain a fair and impartial competitive process, prospective bidders shall not communicate with District staff or Board members after bids are released. All questions and inquiries must be submitted via email no later than December 10, 2018 @ 12:00 PM to:

Patrick Snodgrass
Director of Purchasing
patrick.snodgrass@stjohns.k12.fl.us

Communication via email as stated above is the only means prospective bidders may contact the District regarding this solicitation. Violation of this section is grounds for automatic disqualification of a prospective bidder's submittal.

All questions will be answered via posting to the DemandStar website www.demandstar.com no later than December 12, 2018 @ 5:00 PM.

The District will not respond to questions and inquiries submitted after the deadline stated above.

- 5.2 Copies of addendum will be made available for inspection at the District's Purchasing Department where bid documents will be kept on file.

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5.3 No Addendum will be issued later than December 12, 2018 except an addendum withdrawing the Invitation to Bid or one which includes postponement of the date for receipt of bids or one containing the questions and answers.

5.4 All notices relative to this Bid, including but not limited to initial release, addendums, letters of intent and awards will be posted on the DemandStar web site – www.demandstar.com.

6.0 SCOPE OF SERVICES

6.1 The bid is for the purchase of Aruba 3810M 16SFP+ 2-slot Switch (JL075A) network switches with 3-year Foundation Care 24x7 Aruba 3810M 16SFP+ 2-slot Switch Service (or equal), power supplies and various interconnect cables and adapters required to pass data through the devices.

This bid is for the purchase of new equipment only. Equipment shall arrive in unopened factory-sealed packaging from current vendor, manufacturer and/or distributor stock. Bids may not include pricing for like-new, reconditioned or remanufactured hardware, components or other items.

6.2 The awarded vendor is responsible for supplying, at its own expense, all supervision, labor, equipment, machines, tools, materials, transportation and anything which may be necessary to provide equipment required in this bid.

6.3 Hardware manufacturer and part numbers listed in this bid document and on the attached bid sheet represent current District standard hardware and are the basis for design. All products included in the bidder's submittal must be fully manageable, to include configuration, configuration backup, tuning, and reporting, by the District's existing HPE Intelligent Management Center (iMC) 7.3 (or current) on-premise network management utilities and environment.

6.4 Equipment Substitution - If the model specified on a bidder's submittal is discontinued by the manufacturer after the award of this bid, the only acceptable substitute will be the manufacturer's standard replacement in a configuration that meets or exceeds the specifications and operating capabilities of the "as specified" unit. Documentation from the manufacturer must be provided by the awarded bidder verifying acceptable substitute at the request of the District. Further, the substituted equipment must be able to meet the FCC's Service Substitution Criteria. In responding to this bid, bidder agrees to cooperate with the District to provide the information necessary to obtain USAC-SLD's approval of a service substitution request.

7.0 BID PRICING

7.1 The Bid Sheet must be signed by an individual of the bidding firm that has the authority to bind the firm. **Items required in Section 7 must be clearly labeled as "Bid Response Attachment A" in your bid.**

Bid #2018-40 erate Aggregation Switching

- 7.2 Hardware pricing for each Aruba 3810M 16SFP+ 2-slot Switch (JL075A) (or equal) must include 3-year Foundation Care 24x7 Aruba 3810M 16SFP+ 2-slot Switch Service (or equal) without a separately identifiable cost. Maintenance and support shall not be listed as a separate line item or with a separately distinguishable part number. The District shall incur no additional costs not listed on the bid sheet.
- 7.3 Any discrepancy between the unit cost and extended cost, the unit cost shall prevail.
- 7.4 Pricing will be evaluated based on the total cost of all items listed on the bid sheet.
- 7.5 In addition to the completed Bid Sheet, proposals must also include a detailed pricing breakdown for the quoted network hardware. Pricing breakdowns must include line item quantities, unit cost and extended cost for each proposed part and an overall total and should be on the bidder's letterhead. Purchase Orders will be issued using these line item prices as the basis for order. The pricing on each invoice will be validated against the proposal and both must match to ensure erate compliance.

8.0 MINIMUM QUALIFICATIONS

- 8.1 Bidders must meet the following minimum qualifications. Any Bidder that fails to meet the following minimum qualifications shall be noted as non-responsive. Items required in Section 8 must be clearly labeled as "Bid Response Attachment B" in submittal.
- 1) This project is being solicited under the program guidelines of the Federal erate program. Bidder MUST have up-to-date SPIN information on file with the USAC-SLD no later than 1:30 PM on January 9, 2018 to be considered eligible. Bidder's submittal shall explicitly list the Bidder's SPIN number in the submitted materials. Failure to include the Bidder's SPIN number shall result in disqualification of the Bidder's response. The District will verify these qualifications using the USAC "SPIN and BEAR Contact Search" form.
 - 2) The District seeks to obtain erate funding for all eligible equipment and services purchased under this agreement. Bidder shall provide proof with their bid submittal showing that Bidder has not been listed with a status of "Red" on the FCC Red Light Display system (Refer to sections 1.1112, 1.1116, 1.1161, 1.1167 and 1.1910 of the FCC's rules) or on the Suspension and Debarment List of the USAC within the three (3) years prior to the bid's deadline for submission. Bidders not meeting this requirement will be disqualified.
 - 3) Bidder shall provide documentation in their bid response which clearly shows that they are authorized by the manufacturer to resell all hardware and support services listed in their respective bid.

9.0 REFERENCES

All bidders must provide a minimum of three (3) references whom they have performed similar services for within the past five (5) years. One of the three references must be a client for which you successfully completed a project that utilized Category 2 erate

Bid #2018-40 erate Aggregation Switching

funding. **Items required in Section 9 must be clearly labeled as “Bid Response Attachment C” in submittal.**

10.0 INSURANCE REQUIREMENTS

It is mandatory that the person/firm submitting the bid have minimum Liability limits of \$1,000,000.00 for both Comprehensive General Liability, including Product Liability Coverage. The person/firm submitting the bid must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Bidder's insurance provider must be rated A- or better by AM Best. If the bidder's current certificate of insurance does not meet the amount required, a statement must be included with the bid document from their insurance carrier indicating that if a bid award was made to the firm, that the carrier would write the necessary insurance coverage. The successful bidder must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible bidder. **Successful vendor must list St. Johns County School Board as an additional insured.**

11.0 VENDOR PAYMENT

The St. Johns County School District requires all vendors responding to this bid to accept payment from the District on a Visa credit card. No other payment options will be made available. St. Johns County School District will issue a unique “ghost” credit card number to each vendor. This information must be held on file for all future payments. The card has a zero balance until payments have been authorized by the District.

After goods are delivered or services rendered vendors submit invoices to the Accounts Payable Department according to the current process. The payment terms are set as IMMEDIATE (next accounts payable run). When payments are authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of payment. Once the vendor receives the email the credit card has been authorized to charge for the amount listed in the email. When the vendor charges the full amount authorized in the email the card will return to a zero balance until the next payment is authorized.

12.0 PURCHASE ORDERS

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for vendors to perform services or provide commodities to the District. A commitment, either written or verbal, from District employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by the District to a vendor. Vendors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with the District can be found on the District web site, www.stjohns.k12.fl.us under the Purchasing Department.

Bid #2018-40 erate Aggregation Switching

13.0 **INVOICING**

The District plans to utilize Erate Category 2 funding for this project. Bidders shall be capable of providing both Billed Entity Applicant Reimbursement (BEAR) and Service Provider Invoicing (SPI). The method utilized shall be at the sole discretion of the District.

14.0 **PREPARATION AND SUBMISSION OF BID**

14.1 Bidder's **must** organize their bids in the following sequence.

14.2 **Invitation to Bid:** Required response form (page 1 of Bid) with all required information completed and all signatures as specified

14.3 **Debarment Form**

14.4 **Drug Free Workplace Certification**

14.5 **Principal Place of Business**

Completed Principal Place of Business form as provided in the invitation to bid documents

14.6 **Insurance Coverage:** Insurance certificates evidencing coverage as specified in section 10.0 or a signed statement indicating that coverage meeting the required coverage will be obtained prior to the commencement of any work under this bid.

14.7 **Bid Response Attachment A - Bid Sheet**

1 - Completed bid sheet, printed and signed by authorized employee as outlined in Section 7.1

2 - Pricing breakdown sheets as outlined in Section 7.5

14.8 **Bid Response Attachment B – Minimum Qualifications**

1 page showing Bidder's erate SPIN Number – Section 8.1

1 page showing Bidder's Authorized Reseller status for hardware and services in bid – Section 8.1

14.9 **Bid Response Attachment C - References**

2 general references – Section 9.0

1 erate project reference – Section 9.0

District Office Data Center Aggregation Switching					
Hardware	Proposed Manufacturer	Proposed Part Number	Quantity	Unit Cost	Extended Cost
Aruba 3810M 16SFP+ 2-slot Switch (JL075A) w/ HPE 3 year Foundation Care 24x7 Aruba 3810M 16SFP+ 2-slot Switch Service (or equal)			2		
Aruba X371 12VDC 250W 100-240VAC Power Supply (JL085A) (or equal)			4		
Aruba 3810M 2QSFP+ 40GbE Module (JL079A)(or equal)			2		
HPE X142 40G QSFP+ MPO SR4 Transceiver (JH231A)(or equal)			1		
HPE X410 1U Universal 4-post Rack Mounting Kit (J9583A)(or equal)			2		
PAN-QSFP-40GBASE-SR4(or equal)			1		
Total District Data Center Cost			\$		

Creekside Data Center Aggregation Switching					
Hardware	Proposed Manufacturer	Proposed Part Number	Quantity	Unit Cost	Extended Cost
Aruba 3810M 16SFP+ 2-slot Switch (JL075A) w/ HPE 3 year Foundation Care 24x7 Aruba 3810M 16SFP+ 2-slot Switch Service (or equal)			3		
Aruba X371 12VDC 250W 100-240VAC Power Supply (JL085A) (or equal)			6		
Aruba 3810M 2QSFP+ 40GbE Module (JL079A)(or equal)			3		
HPE X142 40G QSFP+ MPO SR4 Transceiver (JH231A)(or equal)			1		
HPE X410 1U Universal 4-post Rack Mounting Kit (J9583A)(or equal)			3		
PAN-QSFP-40GBASE-SR4(or equal)			1		
Total Creekside Data Center Cost			\$		

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



ST. JOHNS COUNTY SCHOOL DISTRICT

Sebastian Administrative Annex

Purchasing Department

3015 Lewis Speedway, Building 5

St. Augustine, Florida 32084

Telephone (904) 547-8941 FAX (904) 547-8945

*Patrick Snodgrass, CPSM
Director of Purchasing*

December 7, 2018

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #1** to Bid #2018-40 erate Aggregation Switching.

The following is a list of questions that were asked along with the responses:

1. **Question:** We noticed that the transceivers requested for bid 2018-40 (Mfg # JL079A) appear to be incorrect for the switches being requested. We believe the correct ones should be JL078A, is there a way to confirm this is in fact the right transceivers needed?

Answer: As stated in the Bid Sheet, the District is requesting pricing for Aruba 3810M 2QSFP+ 40GbE Module (JL079A)(or equal).

Thank you for your continued participation in the bid process.

Sincerely,

Patrick Snodgrass
Director of Purchasing