AGREEMENT BETWEEN
THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA,
AND EMTEC, INC.

This Agreement is made and entered into effective July 1, 2019 (the "Effective Date"), and is by and between The School Board of Duval County, Florida, operating a district school system in the State of Florida (the "District") and Emtec, Inc., a New Jersey corporation authorized to transact business in Florida (the "Contractor").

WITNESSETH:

Whereas, the District issued RFP 03-19/LM IT Hardware (with attachments) dated on or about March 12, 2019, together with Addendum No. 1 dated April 2, 2019 (collectively, the "RFP"), a copy of which RFP is attached hereto and incorporated herein by this reference as Exhibit A;

Whereas, after free and open competition, Contractor submitted a proposal (attached hereto and incorporated herein by this reference as Exhibit B), and was selected as the best responsive and responsible Contractor by the District (the "Proposal");

Whereas, the Contractor is interested in and capable of providing the IT Hardware and services (hereafter further defined as the "Services") for the District and the District desires to have the Contractor perform the Services; and

Whereas, the parties have reached an agreement on the Services to be performed and the payment for the same, and therefore wish to set forth this understanding in writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE I
SCOPE OF SERVICES

1.1 The recitals set forth above are true and correct and are incorporated into this Agreement by this reference. Unless otherwise assigned a different meaning in this Agreement, defined terms in this Agreement shall have the same meaning as the defined terms in the RFP.

1.2 The parties agree that the purpose of this Agreement is that the Contractor shall fully, timely, and continuously provide the District the Services in a manner in accordance with the District's objectives set forth in the RFP and this Agreement. The contract documents consist of this Agreement, the RFP, and the Proposal. In the event of any conflict or ambiguity among these documents, the priority set forth in section 15.7.14 of the RFP is assigned.

ARTICLE II
COMMENCEMENT AND RENEWAL

2.1 See Section 1.4 of the RFP. The Services shall commence according to the schedule set forth in the RFP, unless the District notifies the Contractor otherwise in writing.

ARTICLE III
COMPENSATION

3.1 The maximum obligated amount under this Agreement shall be as set forth in Attachment C of the Proposal, subject to the provisions of the contract documents regarding any renewal term; in no event shall the District be responsible to the Contractor for compensation in excess of the maximum obligated amounts stated in this Agreement except as increased by formal approved and executed supplemental agreement(s).
ARTICLE IV
TERMINATION

4.1 See Article 13 of the RFP.

ARTICLE V
MEETINGS; REPORTS; NOTICES

5.1 The parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor, which representatives shall be designated by the parties, in writing, promptly upon commencement of the Services.

5.2 The Contractor shall provide records and information and fully cooperate (notwithstanding any Contractor claims of trade secrets, proprietary or confidential information) with the District as to all matters pertaining to any and all legal, audit, administration, and compliance requirements relating to the Services and the contract documents.

5.3 Contractor’s address for notices as set forth in section 15.7.15 of the RFP is:

If to Contractor:
Emtec, Inc.
Attn: Doug Goodall, Managing Director
9454 Philips Highway, Suite 8
Jacksonville, FL 32256

With copy to:
Emtec, Inc.
c/o CT Corporation System
289 S Culver St, Lawrenceville, GA, 30046-4805
with cc to: legal@emtecinc.com

ARTICLE VI
MISCELLANEOUS

6.1 Contractor’s exceptions to the RFP set forth in its Proposal, if any, are stricken in their entirety and void except as may be specifically addressed in this Agreement.

6.2 This Agreement may be executed via facsimile and in one or more counterparts, each of which will be deemed an original, but all such facsimiles and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ATTEST:

By: Dr. Diana Greene, Superintendent
of Schools and Ex-Officio Secretary to the Board

Form Approved:

By: Office of General Counsel

THE SCHOOL BOARD OF DUVAL COUNTY,
FLORIDA

By: Loni Hershey, Chairman

Approved by Board on July 2, 2019

EMTEC, INC.

By: Douglas J. Goodall (Jun 17, 2019)
Name: Douglas J. Goodall
Title: Managing Director
EXHIBIT A
The RFP
July 2, 2019, Regular Board Meeting

Title
22. IT HARDWARE RFP-EMTEC INC.

Recommendation
That the Duval County School Board approve the RFP NO. 03-19/LM IT Hardware with Emtec Inc. for the period of July 1, 2019 through June 30, 2022 in an amount not to exceed $20,000,000 per year. There are four (4) additional one (1) year renewals remaining.

That the Duval County School Board authorize the Board Chairman or Vice Chairman, and the Superintendent, execute the agreement contingent upon form approval by the Office of General Counsel.

That the Duval County School Board delegate authority to the Superintendent to execute subsequent annual renewals upon the same terms and conditions, the availability of funding for the renewal period, and upon form approval by the Office of General Counsel.

Description
Emtec was awarded the RFP through a competitive solicitation for IT Hardware Integration for schools and administration sites to provide the following:

- Windows Servers - Hewlett Packard Enterprise (HPE)
- Workstations/Laptops/Tablets – Lenovo
- Microsoft Tablets - Microsoft
- Printers – Lexmark
- Laptop Carts and Lockers

EMTEC, Inc. is in a unique position as the District's hardware integrator to provide these services and to ensure all components are in place and configured before delivery. These services will improve the District's asset management by increasing the ability to track and manage an expanding IT inventory, as the district manages mobile devices for students, teachers, and administrators.

Supplemental Services:

- Absolute Manage License (employee/staff laptops)
- Etching "Property of Duval County Public Schools" (mobile devices)
- Custom polypropylene labeling including bar-coding (all devices)
- Repair and modification of mobile carts (carts)
- Receiving, imaging, reimaging, delivery, installation, personalization and trash removal (all devices)
- End of school year cleaning of Laptops (student interns)

BOARD APPROVED
JUL 02 2019
1. Emtec 2019 RFP IT Hardware (final)
## EVALUATION SUMMARY

### GROUP A

<table>
<thead>
<tr>
<th>Vendor</th>
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- Recommended Vendor

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- Recommended Vendor
# IT HARDWARE
RFP NO. 03-19/LM

## EVALUATION SUMMARY

### GROUP C

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- Recommended Vendor

## EVALUATION SUMMARY

### GROUP D

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- Recommended Vendor
## EVALUATION SUMMARY

### GROUP E

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- Recommended Vendor

### EVALUATION SUMMARY

### GROUP F

GROUP- F WILL NOT BE AWARDED
ADDENDUM NO. 1
www.duvalschools.org/purchasing

Issue Date: April 2nd, 2019  Phone: 904-858-4859

Buyer: Louis Mitchum

Bid Number: RFP No. 03-19/LM

Bid Title: IT Hardware

Term of Bid: July 1, 2019 through June 30, 2022

Opening: Thursday, April 11th, 2019, 2:00 p.m. (EDT). Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

The addendum shall serve to amend, replace and append information provided to potential respondents in the original RFP package. To assist in the development of their responses, interested firms are encouraged to carefully review the information found in this addendum and on any additional enclosed documents.

Purpose: To answer questions received in accordance with this RFP

1. Question: Attachment C-Group D Printers: Item 6 and 10 appear to be the same model and description except that one indicates it 20% of the Group Point Value. Should pricing be provided for both item 6 and item 10?

   Answer: No, item 10 is a duplicate. Total of line items 1-9 is 30% of total of group point value.

2. Question: Attachment C- Group D Printers: Item 8: Should this be model Lexmark MX522adh?

   Answer: The correct Model number is MX721adhe.

3. Question: Attachment C- Group D Printers: Item 1 and 3, the Omnikey 5427 has been discontinued. Should we substitute the current Lexmark functional equivalent?

   Answer: Yes, the Lexmark functional equivalent is acceptable.
4. Question: Attachment C- Group A Window Servers: Item 1, only a single HP Ethernet 1GB 4 port 331FLR FIO adapter is specified in this configuration however in section 2.1, there is a requirement for redundant network interface cards in all servers. Should a second 331T NIC adapter be included?

Answer: Yes

5. Question: Attachment C- Group A Windows Servers: Item 1, 2 and 3; Should network cables be included for all NIC ports as specified in sections 2.1?

Answer: Yes, including the ILO interface

6. Question: Attachment C- Group A Window Servers: Items 1 and 2; Mixed drive formats (LFF and SFF) are included in the specifications. This is non-standard. Should all the drives be LFF or SFF?

Answer: All of them should be Small Form Factor (SFF)

7. Question: Attachment C- Group A Window Servers: Items 2 and 3; Only one HP Ethernet 1 GB 4 port 331 FLR FIO adapter is possible in this server configuration, but 2 are specified. Please clarify.

Answer: One HP Ethernet 1GB 4 port 331FLR FIO adapter

8. Question: Attachment C- Group A Window Servers: Item 4; MSA2040 is end of life. Should we substitute the current HPE functional equivalent?

Answer: Yes

9. Question: Attachment C- Group A Window Servers: Item 4 and 5 HP Care Packs are not specified for these items. Should the same CarePack level as defined for servers in section 2.1 be applied to each item?

Answer: HP CarePaq 5 YR 9X5, Next Business Day Response warranty. Item 3 the school based DL380 Gen 10 Server (Schools Bundle) should also carry this warranty. The one listed in the configuration as 24X7 was listed in error. Please submit with the HP CarePaq 5 YR 9X5, Next Business Day Response warranty

10. Question: Attachment C- Group A Window Servers: Item 5; TFT4600 is end of life. Should we substitute the current HPE functional equivalent?

Answer: Yes
11. Question: Attachment C- Group A Window Servers: Item 8; StoreOnce 5100 is end of life. Should we substitute the current HPE functional equivalent?

Answer: Yes

12. Question: Attachment C- Group B Workstations/Laptops/Tablets – Group D Printers AND Section 2.1 Group A Window Server/Storage – Hewlett Packard; Please provide complete specifications of required patch including color, length and type.

Answer: CAT6A, black, snagless, and 7”or dependent on length.

13. Question: Please clarify warranty requirement for Microsoft Tablets: Microsoft Group C Section 2.3 indicates that all units must have a manufacture’s 3 year ADP depot warranty Attachment C – Group C Microsoft Tablets – Items 1 and 2: requirements indicates 1-year depot warranty.


Microsoft Surface Pro 6 - 7th Gen Intel Core i5 Platinum. 8GB RAM, 128 GB Solid State Drive Part Number LQ6-00001. Windows 10 Professional and 3 year depot warranty. Includes delivery, configuration, and installation. Laser Etching 1/16 inch deep on laptop cover Customized Labeling with pertinent information and barcodes.

14. Question: Section 6.2 submission of proposal: Please clarify the media on which proposal must be submitted: First paragraph indicated that One manually signed original, two photocopies and 6 exact copies on USD flash drives in PDF. Format must be submitted. The note below that paragraph makes reference to CD copies.

Answer: One Manually Signed Original, two (2) photocopies and Six (6) exact copies on USB Flash Drives.
REQUEST FOR PROPOSALS (RFP)

RFP NO. 03-19/LM

IT Hardware

Anticipated Schedule

RFP Release Date: March 12th, 2019

Deadline for Written Questions: March 29th, 2019, 4:00 p.m. (EDT)

Proposals Opened: April 11th, 2019, 2:00 p.m. EDT

Evaluation: April 18th, 2019

Board Award: May 2019

DUVAL COUNTY PUBLIC SCHOOLS
Purchasing Services Department
1701 Prudential Drive, Suite 322
Jacksonville, Florida 32219
March 12th, 2019

Request for Proposals (RFP)
Required Response Form

IT HARDWARE
RFP No. 03-19/LM

This response must be submitted to Duval County Public Schools, Purchasing Services, 1701 Prudential Drive, Suite 322, Jacksonville, FL 32207 no later than 2:00 p.m. on April 11th, 2019 and plainly marked RFP No.03-19/LM. Responses are due and will be opened at this time. Responses received after 2:00 p.m. on the date due will not be considered.

Anti-Collusion Statement / Public Domain

I, the undersigned vendor have not divulged, discussed, or compared this proposal with any other vendors and have not colluded with any other vendor in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's response and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete, and unconditional acceptance of the contents of all pages, inclusive of this Request for Qualifications, and all appendices/attachments and the contents of any Addendum released hereto.

VENDOR (firm name): ____________________________

STREET ADDRESS: ____________________________________________

CITY & STATE: ________________________________________________________________________

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _________________________________

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _________________________________

TITLE: _________________________________ DATE: _________________________________

CONTACT PERSON: _________________________________

CONTACT PERSON'S ADDRESS: _________________________________

TELEPHONE: __________________ FAX: __________________ TOLL FREE: __________________

INTERNET E-MAIL ADDRESS: _________________________________ INTERNET URL: __________________

VENDOR TAXPAYER IDENTIFICATION NUMBER: _________________________________

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.
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ATTACHMENTS TO BE COMPLETED AND RETURNED AS A PART OF EACH PROPOSAL:

A. Required Response Form (1 of 34) – Attachment A
B. Cost Proposal Forms (Groups A, B, C and D) – Attachment C
C. Office of Economic Opportunity Proposed Schedule of Participation – Attachment D

EXHIBITS:

1. Evaluation Worksheet
2. Federal Forms
3. Good Faith Efforts Statement
1.0 INTRODUCTION:

1.1 Background:
Duval County Public Schools (DCPS) has standardized IT hardware with specific manufacturers that are Enterprise Tier, Gartner Group rated to minimize long-term acquisition, installation, and on-going support costs. Included in those on-going support costs are research and development testing of all software applications and associated hardware, documentation of all configuration procedures, deployment of all manufacturer’s tools and utilities used in an enterprise environment, training for staff, and legacy hardware repair management.

The “total cost of ownership” issues for IT hardware are important for responsible public institutions. Standardization of such hardware is clearly a “best practices” process for any large IT environment.

Our current standards include the following manufacturers:
(“Manufacturer” means the entity that holds the trademark to the brand name.)
- Servers: Hewlett-Packard Enterprise (HPE)
- Workstations and Laptops: Lenovo
- Printers: Lexmark
- Laptop Carts and Lockers: Bretford
- Workstations and Laptops: Microsoft
- Workstations and Laptops: Apple

1.2 Program Overview:

DCPS is soliciting proposals from integrators (or manufacturers) that can provide a full line of products by these selected manufacturers, in addition to providing a strong local presence and a wide variety of value added services including but not limited to complete installation, training, warranty service, maintenance, and dedicated web site for ease of communication. (See also Attachment B – Supplement Questions.) Proposals shall be divided into six (6) groups as outlined in Section 2.0. Each group will be evaluated independently of the other groups. Therefore, a vendor may propose on any or all groups as desired. Only 1 manufacturer with 1 integrator will be selected for each group. The groups are identified below.
- Group A – Windows Servers - Hewlett Packard Enterprise (HPE)
- Group B – Workstations/Laptops/Tablets – Lenovo
- Group C – Microsoft Tablets - Microsoft
- Group D – Printers – Lexmark
- Group E – Laptop Carts and Lockers
- Group F – Workstations/Laptops/Tablets – Apple

1.3 General Information about District Schools:

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by the District’s school officials. The Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of the District.
Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal laws and regulations, State Board of Education Rules, and School Board policies.

The District is coterminous with Duval County, which covers 850 square miles and operates 171 facilities, including administrative areas, elementary schools, middle schools, high schools and specialized schools.

The District serves approximately 128,000 students (the student population changes annually). It is the second largest employer in Jacksonville with approximately 11,800 full time staff (approximately 8,300 teachers) at 99 elementary schools, 3 grades K-6 schools, 2 grades K-8 schools, 24 middle schools, 2 grades 6-12 schools, 19 high schools, 6 exceptional student centers, 1 virtual school, 7 alternative schools, 33 charter schools, and additional administrative facilities.

1.4 Contract Term:

DCPS will select a contractor for each group of IT hardware and related services as outlined herein for an initial period from the July 1, 2019 through June 30, 2022. The contract shall thereafter be renewable under the same terms and conditions as the original contract for four (4) additional one (1) year periods, upon the written consent and agreement of both parties.

2.0 DISTRICT OBJECTIVES/SCOPE OF SERVICES:

All IT hardware shall be new equipment only. Newly manufactured equipment containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly remanufactured, counterfeit, used, shopworn, demonstrator or prototype equipment is not acceptable and will be rejected.

Facilities Requirement: The integrator will be required to have a facility located in Jacksonville, Florida that will be capable of receiving the equipment that will be configured per DCPS standards for deployment to DCPS facilities. This requirement includes:

- Setting up a secure warehouse facility, including but not limited to an Alarm System and Fire Detection and Suppression system
- A minimum 10MB connection to the internet to facilitate a VPN connection to DCPS
- Setting up a site-to-site VPN using Checkpoint firewall equipment to facilitate imaging utilizing the DCPS Microsoft SCCM infrastructure (DCPS will provide and manage the SCCM server distribution points, and provide a Checkpoint VPN/Firewall Appliance)
- Vendor will be responsible for procuring and setting up a LAN infrastructure to support imaging at this facility to meet DCPS deployments and timelines
- Warehouse staffing levels (4880 Bulls Bay, Highway, Jacksonville, FL)

Product approval testing will be required for model revisions or technology changes not previously tested or reviewed by DCPS. Samples for testing and approval shall be delivered within 10 days of request to the IT Warehouse at 4019 Boulevard Center Drive, Jacksonville Florida or other DCPS designated site in Jacksonville, Florida. Samples will be submitted at no charge to the District and will be made available for up to 60 days.

Technical material and instructions shall be furnished at no charge upon request at any time during the contract period, even if previously supplied with the delivery of equipment. (a set of schematics and parts list / brochure / operating manual, etc.)
2.1 Group A – Windows Servers and Storage – Hewlett Packard
Specific included services/software requirements:

- All units will include HP Supported & OS Partner Certified/Logo(s) for Windows Server
- All units will be installed and configured by the integrator in the DCPS Server Logistics area using the District’s certified procedures for configuration and deployment
- All units shall include a five-year on-site warranty including parts and labor performed by the manufacturer’s authorized repair technician using only original equipment manufacturer or manufacturer certified parts
- All units must be a rack mountable server or blade enclosure
- All units of same model type will be composed of like internal components to maintain the ability to use model specific software images
- All units should include redundant network interface cards (1GB capable) and will include a 25’ Ethernet 1GB network patch cables for each NIC port
- All units must contain network management components compatible with Industry Standards
- All units will have the appropriate service packs and security patches installed for the OS to current DCPS standards
- Data Center servers will be supplied with an HP CarePaq 5 YR 24X7, 4HR Response warranty with parts depot
- School based servers will be supplied with an HP CarePaq 5 YR 9X5, Next Business Day Response warranty
- All units must include rack installation (regardless of rack model), cable management, OS configuration to DCPS standards, installation and configuration of any 3rd party management software supplied by DCPS, off-site disposal of all packing materials from the installation site
- DCPS shall have access to a dedicated web site that includes, but is not limited to the following features: incident reporting, incident tracking, warranty and order status
- DCPS will be provided electronic purchasing and installation documentation including but not limited to the following features: Site Responsibility Center, room number, model numbers, serial numbers, purchase date, image identification and warranty start date
- Integrator must provide proof of purchased manufacturers’ warranty. Integrator self-warranty is not acceptable
- Integrator/Manufacturer will be responsible to authenticate all manufacturers’ shipments to DCPS
- Integrator/Manufacturer will be responsible to provide lifecycle management data for all products on a quarterly basis
- Integrator/Manufacturer will be required to provide new product training for DCPS staff, each year of the contract

2.2 Group B – Workstations/Laptops/Tablets – Lenovo
Specific included services/software requirements:

- All units will include the latest Windows OEM Operating System identified by DCPS standards and will include the latest Service Pack
- All units will include the latest Microsoft Office version approved by DCPS standards and will include the latest Service Pack – installed (License is already covered by DCPS EES Agreement with Microsoft)
- All units will have the latest security patches and updates for Microsoft Windows OS, Microsoft Office, and all browser updates per DCPS standard
• All units must be manageable by the current Microsoft SCCM and/or Intune solution and must include driver packages for all models proposed
• All units will have installed specific software identified by DCPS and be configured to DCPS standards
• Wireless capable units will have specific software identified by DCPS and be configured to DCPS standards for restricting the number of IPs the unit can use simultaneously and have the capability to manage multiple wireless networks.
• All Laptop units will include the manufacturers’ three-year depot warranty and three years accidental damage protection (ADP).
• All Tablet units will include the manufacturers’ three-year depot warranty and three years accidental damage protection (ADP).
• All desktop units will include the manufacturers’ four-year on-site warranty
• On-site warranty including parts and labor will be performed by the manufacturer’s authorized repair technician using only original equipment manufacturer or manufacturer certified parts
• All units will include delivery, installation, setup, and configuration to Duval County Public School standards, connection to the appropriate Network, and the off-site disposal of all packing materials
• All units will include a 7’ Ethernet 10/100/1000 network patch cable
• All units of same model type will be composed of like internal components to maintain the ability to use model specific software images
• The pricing requested is for units to meet or exceed the technical specifications attached. As the models change over the twelve-month period, the next available model will be offered at the same pricing structure based upon model type not on specific model number.
• All units will contain network management components compatible with Industry Standards
• DCPS shall have access to a dedicated web site that includes, but is not limited to the following features: incident reporting, incident tracking, warranty and order status
• DCPS will be provided electronic purchasing and installation documentation including but not limited to the following features: Site Responsibility Center, room number, model numbers, serial numbers, image version, software installed, purchase date and warranty start date. Integrator will be required to update a DCPS portal with required deployment data.
  Integrator must provide proof of purchased manufacturers’ warranty. Integrator self-warranty is not acceptable
  Integrator/Manufacturer will be responsible to provide lifecycle management data for all products on a quarterly basis
• Integrator/Manufacturer will be required to provide self-maintainer certification training for DCPS staff, each year of the contract
• Laser Etching 1/16-inch-deep on laptop cover. (DCPS defined per unit)
• All units will be required to have a visible barcode that includes all DCPS required fields. (Add the size, dimension and size)
• Integrator will be responsible for enrollment of the devices into the DCPS Device Management System
• Integrator end of School year cleaning, checking battery status, and for any visible damage to the unit for the life cycle of the device. (Tablets 3 years, Laptops 4 years)
• Integrator will need to staff the Repair Center to meet the demand of the incoming laptop computers. The amount of technicians needed will change periodically throughout the year based on demand. (Minimum requirement is 8 onsite technicians with at least two support staff and one manager)
2.3 Group C – Tablets – Microsoft

Specific included services/software requirements:

- All units will include the latest Windows OEM Operating System identified by DCPS standards and will include the latest Service Pack
- All units will include the latest Microsoft Office version approved by DCPS standards and will include the latest Service Pack – installed (License is already covered by DCPS EES Agreement with Microsoft)
- All units will have the latest security patches and updates for Microsoft Windows OS, Microsoft Office, and all browser updates per DCPS standard
- All units must be manageable by the current Microsoft SCCM solution and must include driver packages for all models proposed
- All units will have installed specific software identified by DCPS and be configured to DCPS standards
- Wireless capable units will have specific software identified by DCPS and be configured to DCPS standards for restricting the number of IPs the unit can use simultaneously and have the capability to manage multiple wireless networks.
- All Tablet units will include the manufacturers’ three-year depot warranty and three-year accidental damage protection (ADP).
- On-site warranty including parts and labor will be performed by the manufacturer’s authorized repair technician using only original equipment manufacturer or manufacturer certified parts
- All units will include delivery, installation, setup, and configuration for Duval County Public School standards, connection to the appropriate Network, and the off-site disposal of all packing materials
- Initial user training on all units will include machine hardware orientation, operating system familiarization, and network login
- All units of same model type will be composed of like internal components to maintain the ability to use model specific software images
- Laser Etching 1/16-inch-deep on laptop cover. (DCPS defined per unit)
- All units will be required to have a visible barcode that includes all DCPS required fields. (Add the size, dimension and size)

2.4 Group D – Printers - Lexmark

Specific included services/software requirements:

- All units will include delivery, installation, setup, and configuration to DCPS standards, connection to appropriate Local Area Network, and off-site disposal of packing materials
- One full standard ink cartridge in addition to a “starter” cartridge for specific models
- All units must support, Windows 7, Windows 8, Windows 10 and Apple OS X or later
- Network printers must include a 7’ Ethernet 10/100/1000 Network patch cable
- Non-network printers must include the USB cable
- 3-year on-site warranty (parts and labor), unless otherwise listed in the reference technical specifications. Warranty will be defined in the referenced units.
- On-site warranty including parts and labor performed by the manufacturer’s authorized repair technician using only original equipment manufacturer or manufacturer certified parts. The pricing requested is for units to meet or exceed the technical specifications attached. As the models change over the twelve-month period, the next available model will be offered at the same pricing structure based upon model type not on specific model number.
• DCPS shall have access to a dedicated web site that includes, but is not limited to the following features: incident reporting, incident tracking, warranty and order status
• DCPS will be provided electronic purchasing and installation documentation including but not limited to the following features: Site Responsibility Center, room number, model numbers, serial numbers, and warranty start date
• Integrator/Manufacturer will be responsible to provide lifecycle management data for all products on a quarterly basis
• Integrator/Manufacturer will be required to provide self-maintainer certification training for DCPS staff, each year of the contract.
• All units will be required to have a visible barcode that includes all DCPS required fields.

2.5 Group E – Laptop and Lockers – Bedford

• Respondents for Section 2.2 Group B are required to respond to this section as well
• Respondents that are awarded group B will also be awarded Group E as well
• Bretford Cube Cart AC for up to 32 Devices w/Back Panel, Pacific Blue Paint.
• Bretford Cube Cart AC for up to 20 Devices w/Back Panel, Pacific Blue Paint and Storage Container
• DCPS will be provided electronic purchasing and installation documentation including but not limited to the following features: Site Responsibility Center, room number, model numbers, serial number, and warranty start date
• On-site warranty including parts and labor will be performed by the manufacturer’s authorized repair technician using only original equipment manufacturer or manufacturer certified parts
• All units will include delivery, installation, setup, and configuration for Duval County Public School standards, and the off-site disposal of all packing materials
• All units will be required to have a visible barcode that includes all DCPS required fields.

2.6. Group F – Workstations/Laptop/Tables- Apple

Specific included services/software requirements:
• All units will include the latest Apple OEM Operating System identified by DCPS standards and will include the latest Service Pack
• All units will include the latest Microsoft Office version approved by DCPS standards and will include the latest Service Pack – installed (License is already covered by DCPS EES Agreement with Microsoft)
• All units will have the latest security patches and updates for Apple OS, Microsoft Office, and all browser updates per DCPS standard
• All units must be manageable by the current Microsoft SCCM and/or Intune solution
• All units will have installed specific software identified by DCPS and be configured to DCPS standards
• Wireless capable units will have specific software identified by DCPS and be configured to DCPS standards for restricting the number of IPs the unit can use simultaneously and have the capability to manage multiple wireless networks.
• All Laptop units will include the manufacturers’ three-year depot warranty and three-year accidental damage protection (ADP).
• All Tablet units will include the manufacturers’ three-year depot warranty and three-year accidental damage protection (ADP).
• All desktop units will include the manufacturers’ four-year on-site warranty
• On-site warranty including parts and labor will be performed by the manufacturer’s authorized repair technician using only original equipment manufacturer or manufacturer certified parts
• All units will include delivery, installation, setup, and configuration to Duval County Public School standards, connection to the appropriate Network, and the off-site disposal of all packing materials
• All units will include a 7’ Ethernet 10/100/1000 network patch cable (Excluding Tablets)
• All units of same model type will be composed of like internal components to maintain the ability to use model specific software images
• The pricing requested is for units to meet or exceed the technical specifications attached. As the models change over the twelve-month period, the next available model will be offered at the same pricing structure based upon model type not on specific model number.
• All units will contain network management components compatible with Industry Standards
• DCPS shall have access to a dedicated web site that includes, but is not limited to the following features: incident reporting, incident tracking, warranty and order status
DCPS will be provided electronic purchasing and installation documentation including but not limited to the following features: Site Responsibility Center, room number, model numbers, serial numbers, image version, software installed, purchase date and warranty start date. Integrator will be required to update a DCPS portal with required deployment data.
Integrator must provide proof of purchased manufacturers’ warranty. Integrator self-warranty is not acceptable
Integrator/Manufacturer will be responsible to provide lifecycle management data for all products on a quarterly basis
• Integrator/Manufacturer will be required to provide self-maintainer certification training for DCPS staff, each year of the contract
• Laser Etching 1/16-inch-deep on laptop cover. (DCPS defined per unit)
• All units will be required to have a visible barcode that includes all DCPS required fields. (Add the size, dimension and size)
• Integrator will be responsible for enrollment of the devices into the DCPS Device Management System
• Integrator end of School year cleaning, checking battery status, and for any visible damage to the unit for the life cycle of the device. (Tablets 3 years, Laptops 4 years)

The awarded Contractor will need to staff the Repair Center to meet the demand of the incoming laptop computers. The amount of technicians needed will change periodically throughout the year based on demand. (Minimum requirement is 8 onsite technicians with at least two support staff and one manager)

3.0 MINIMUM QUALIFICATIONS

The proposer will provide sufficient information and evidence to document the following for each group proposed: (submit in Section 10.3)

A) Integrators shall submit proof of their relationship (certification level) with the manufacturer whose product they are supplying / servicing as follows:
• Group A – Windows Servers - Hewlett Packard
• Group B – Windows Workstations/Laptops/Tablets – Lenovo
• Group C – Tablets - Microsoft
• Group D – Printers – Lexmark
• Group E – Bretford
• Group F - Apple
Certification will be verified via the manufacturer’s website. If manufacturer does not offer formal vendor/distributor certification, a letter of authorization from the manufacturer may be substituted and must be verifiable.

**OR (based on type of entity proposing)**

- **B) Manufacturers** shall submit a list of at least 3 approved integrators/sub-contractors for installation and other related services from which DCPS may choose. This list shall include all basic information for the firms (name, address, FEIN #, DUNS #, URL), primary contact person including phone and email, and three references for the integrator/sub-contractor with contact information and brief description of work completed for the referenced client. (See Section 31.0)

**4.0 PRICING OF HARDWARE**

**4.1 Group A – Windows Servers – Hewlett Packard (HPE)**

- **4.1.1** All discounts for HPE products shall be discounted off published List Price and shall include all required additional services. Discount percentages shall remain fixed for the duration of the contract, including any and all renewal periods.

- **4.1.2** In accordance with Section 2.1, actual configurations purchased under any contract resulting from this RFP will be developed at the time of need and quoted using the discount percentage and service price (for the corresponding size/type of server) as given by the proposer in Attachment C – Group A.

- **4.1.3** The discount percentage for “balance of line” shall remain fixed for the duration of the contract. The balance of line discount will not be used in the determination of point assignment for this Group.

**4.2 Group B – Windows Workstations/Laptops/Tablets – Lenovo**

- **4.2.1** All discounts for Lenovo products shall start with List Price and shall include all required additional services. Discount percentages shall remain fixed for the duration of the contract, including any and all renewal periods.

- **4.2.2** The discount percentage for “balance of line” shall remain fixed for the duration of the contract, including any and all renewal periods. The balance of line discount will not be used in the determination of point assignment for this Group.

- **4.2.3** In accordance with Section 2.2, when the models reach end-of-life, the next available model will be offered at the same pricing structure based upon model type and not on a specific model number, and will **not** be treated as “balance of line”.

- **4.2.4** Should DCPS elect to upgrade or downgrade from the specifications in Attachment C, new pricing may be negotiated and fixed as per above.

**4.3 Group C – Tablets – Microsoft**

- **4.3.1** All discounts for Microsoft Tablet products shall start with the Microsoft List Pricing Price List and shall include all required additional services. Discount percentages shall remain fixed for the duration of the contract, including any and all renewal periods.
4.3.2 The discount percentage for “balance of line” shall remain fixed for the duration of the contract, including any and all renewal periods. The balance of line discount will not be used in the determination of point assignment for this Group.

4.3.3 In accordance with Section 2.3, when the models reach end-of-life, the next available model will be offered at the same pricing structure based upon model type and not on a specific model number, and will not be treated as “balance of line”.

4.3.4 Should DCPS elect to upgrade or downgrade from the specifications in Attachment C, new pricing may be negotiated and fixed as per above.

4.4 **Group D – Printers – Lexmark**

4.4.1 All discounts for Lexmark products shall start with the List Price and shall include all required additional services. Discount percentages shall remain fixed for the duration of the contract, including any and all renewal periods.

4.4.2 The discount percentage for “balance of line” shall remain fixed for the duration of the contract, including any and all renewal periods. The balance of line discount will not be used in the determination of point assignment for this Group.

4.4.3 In accordance with Section 2.4, when the models reach end-of-life, the next available model will be offered at the same pricing structure based upon model type and not on a specific model number, and will not be treated as “balance of line”.

4.4.4 Should DCPS elect to upgrade or downgrade from the specifications in Attachment C, new pricing may be negotiated and fixed as per above.

4.5 **Group E – Laptop Carts and Lockers – Bretford**

4.5.1 All discounts for Bretford products shall start with the List Price and shall include all required additional services. Discount percentages shall remain fixed for the duration of the contract, including any and all renewal periods.

4.5.2 The discount percentage for “balance of line” shall remain fixed for the duration of the contract, including any and all renewal periods. The balance of line discount will not be used in the determination of point assignment for this Group.

4.5.3 In accordance with Section 2.4, when the models reach end-of-life, the next available model will be offered at the same pricing structure based upon model type and not on a specific model number, and will not be treated as “balance of line”.

4.5.4 Should DCPS elect to upgrade or downgrade from the specifications in Attachment C, new pricing may be negotiated and fixed as per above.

4.6 **Group F – Workstations/Laptop/Tablets – Apple**

4.6.1 All discounts for Apple products shall start with the List Price and shall include all required additional services. Discount percentages shall remain fixed for the duration of the contract, including any and all renewal periods.
4.6.2 The discount percentage for “balance of line” shall remain fixed for the duration of the contract, including any and all renewal periods. The balance of line discount will not be used in the determination of point assignment for this Group.

4.6.3 In accordance with Section 2.4, when the models reach end-of-life, the next available model will be offered at the same pricing structure based upon model type and not on a specific model number, and will not be treated as “balance of line”.

4.6.4 Should DCPS elect to upgrade or downgrade from the specifications in Attachment C, new pricing may be negotiated and fixed as per above.

4.7 All Groups – Products and Pricing Review
DCPS will meet semi-annually (or before a large volume purchase) with each awarded integrator /manufacturer to discuss:
- Industry comparison/benchmark for hardware, software and services pricing
- Industry comparison/benchmark for hardware and software specifications
- Review and update of district standards
- Comparison with other contracts, see also Section 29.0
- Project Management forecasting for projected work

Availability of large volume purchases Failure to remain competitive with appropriate specifications or industry pricing will constitute grounds for non-renewal of the contract.

5.0 EX PARTE COMMUNICATION:

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with District personnel involved with or related to the RFP, other than as designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Respondents' proposal.

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with Board members is also prohibited and will result in the disqualification of the Respondent.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective Respondent are necessary for, and solely related to, the ordinary course of business concerning the District's existing contract(s) for the materials or services addressed in this RFP (but in no event shall any existing vendor intending to submit a proposal initiate communications to any member(s) of the School Board of Duval County, Florida; it being understood such communication initiated by a vendor under these circumstances would not be in the ordinary course of business).

6.0 PREPARATION AND SUBMISSION REQUIREMENTS:

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

6.1 All proposals must be received no later than 2:00 p.m. (EDT), on April 11th, 2019. If a proposal is transmitted by US Mail or other delivery medium, the Proposers(s) will be responsible for its timely
delivery to Purchasing Services, 1701 Prudential Drive, Suite 322, Jacksonville FL 32207. Any proposal received after the stated time and date or at other location will not be considered and will be returned unopened to the Proposers(s) after the evaluation.

6.2 One manually signed original, two (2) photocopies, and six (6) exact copies on USB Flash Drive (in .pdf format) of the complete proposal must be sealed and clearly labeled "REQUEST FOR PROPOSAL: "IT HARDWARE" on the outside of the package. The legal name, address, Proposers' contact person, and telephone number must also be clearly annotated on the outside of the package.

The manually signed original shall be clearly marked as “ORIGINAL”. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

All proposals must be signed by an officer or employee having authority to legally bind the Proposers(s).

Any corrections of unit prices must be by line-outs of the original prices with correct amounts typed or written in and initialed by the originator. Corrections made using correction fluid (white out) or any other method of correction are unacceptable.

NOTE: It is the sole responsibility of each respondent to assure all proposal copies are EXACT duplicates of the original proposal. CD copies will be utilized by the Evaluation Committee for the purpose of evaluation of proposals. Any information contained in the original proposal which has not been transferred to the CDs or photocopies will NOT be considered. The original document will be used solely for official record keeping purposes.

6.3 Potential Proposers shall not contact, by written or verbal communication, any District employee, Office of General Counsel or School Board Member for information regarding this RFP other than as expressly permitted by this RFP.

Additions, deletions or modifications to information contained in the RFP document will be presented to all potential Proposers by means of a written addendum, if necessary.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District. Any questions or requests for clarification regarding this RFP shall be submitted to Mr. Louis Mitchum, Purchasing Services in writing at the address as shown on the cover letter or via e-mail at mitchuml@duvalschools.org. The deadline for such questions or requests will be 4:00 pm. EDT on March 29th, 2019 unless otherwise extended in writing by the District. Questions or requests for clarification received after the deadline will NOT be addressed.

6.4 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of ninety (90) days, to provide the District ample time to award the Contract for the services specified in the proposal and this RFP.

Concurrent with the delivery of the Proposer’s proposal, the Proposer shall also irrevocably deliver a completed and properly signed Attachment A (Required Response Form), a completed and properly signed Attachment C Cost Proposal Form (Groups A, B, C and D) and a completed and properly signed Attachment D (Office of Economic Opportunity Proposed Schedule of Participation Form).

7.0 FAMILIARITY WITH DISTRICT AND ADDITIONAL INFORMATION:
Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The Proposers(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the services to be performed under the Contract. No additional allowance will be made due to lack of knowledge of these conditions.

Submission of a proposal shall constitute acknowledgement by the Proposers that he or she is familiar with all conditions. The failure to familiarize himself or herself with the sites shall in no way relieve him or her from any obligations with respect to the proposal.

8.0 ANTICIPATED TIME SCHEDULE:

The District will attempt to adhere to the following time schedule:

- March 12, 2019: RFP Distribution
- March 29th, 2019, 4:00 p.m.: Deadline for questions
- April 11th, 2019, 2:00 p.m.: Proposal Opening
- April 18th, 2019: Committee Evaluation
- May/June, 2019: Board Award
- July 1, 2019: Contract begins

Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

The District reserves the right to schedule a pre-proposal conference(s) as necessary to encourage competition and serve to advance the best interests of the District.

8.1 The Evaluation Committee may elect to conduct interviews or require presentations as a part of its evaluation process. In this case, firms selected for interviews/presentations will be advised via email of the time and place a minimum of five (5) working days prior.

8.2 Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

8.3 The District reserves the right to schedule a pre-proposal information conference(s) as necessary to encourage competition and serve to advance the best interests of the District.

9.0 DISTRICT’S RIGHTS AND RESERVATIONS:

A. The District reserves the right to accept or reject any or all proposals.
B. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.
C. The District reserves the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.
D. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.
E. The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
F. The District reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the District
reserves the right to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

10.0 PROPOSAL FORMAT AND EVALUATION CRITERIA:

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal.

Respondents are encouraged to provide tab separations for each item. Proposals received that do not contain ALL items listed in this section may be considered non-responsive. All Flash drives should be clearly labeled as to the content they contain.

Note: Respondents need to submit only one Required Response Form (Attachment A) and one set of financials. Responses for all other Evaluation Criteria shall be submitted BY GROUP.

Point values listed below are the number of points available based on a total of 100 points per evaluator per group (A, B, C and D).

10.1 REQUIRED RESPONSE FORM (Attachment A): Submit with all required information completed and all signatures as specified. No points are assigned to this required item.

10.2 FINANCIAL RESPONSIBILITY (10 points) one set
Provide documentation that evidences the financial viability of the company, including your corporate structure, to perform the services as outlined herein. The most recent two years of audited financial statements is preferred. (Please note: one set of financials in a separate envelope is preferred, with only a listing of its contents in this section.)

10.3 EVIDENCE OF MINIMUM QUALIFICATIONS by group
As stated in Section 3.0.

10.4 QUALIFICATIONS AND EXPERIENCE OF COMPANY/STAFF (10 points) by group
- A narrative which profiles the background, experience, business philosophy and qualifications of the responding firm.
- A summary of your K-12 market knowledge and experience
- An organizational chart including the team responsible for services required herein
- A listing, past 5 years, of your contracts for integrator services
- Executive summary of all projects current/anticipated for 2018/2019
- Brief description of all lawsuits, last 3 years, that are pending/ Filed against the proposer

Describe how the account will be managed. Will the Account have a single point of contact or will it have multiple contact points? Include the number of support positions and a brief description of responsibilities of the support personnel. Include copies of resumes for the key personnel that detail their experience, certifications, etc.

By listing the individuals in the proposal, the firm is making a commitment that, barring unforeseen circumstances, they are the individuals who will be assigned to the project. DCPS must approve any changes to the personnel indicated. DCPS reserves the right to request a substitution of personnel. (See also Section 27.0 Replacement of Management Staff)

10.5 APPROACH TO SERVICES AND RESOURCE AVAILABILITY (30 points) by group
Clearly describe the approach to be used in providing the services as described in Section 2.0.

A. Provide an overview of how you would provide the required services, the staff that you would utilize and their role and availability for this account, your plans for documenting activities, your quality control procedures, and the role of your management team in communicating/coordinating effectively with District staff.

B. In order to meet the needs of a large and growing school district, a contractor should have a sufficient number of skilled, certified professionals to meet short implementation intervals. Constricted timelines are required to ensure that deployments do not impact teaching and learning schedules and activities. Give examples of your ability to scale resources to meet client timelines.

C. Resource availability is crucial to successful deployments. How will you assist DCPS with product knowledge, availability, and lifecycle management?

D. Describe approach to local facility requirement as outlined in section 2.0.

E. Submit answers to all applicable questions in Attachment B

10.6 PRICING OF PRODUCTS & SERVICES (35 points) by group

A. Provide a narrative detailing your firm’s pricing strategies. Include anything the District might do to obtain the best available pricing.

B. Refer to Section 4.0 and submit pricing using the appropriate pages of Attachment C. Pricing given shall be inclusive of all costs/services. Equipment will be paid for upon completion of installation and configuration. Partial shipments will require prior written approval by the Executive Director of Information Systems or designee.

C. Payment may be made via credit card or ACH. Payments will be made in accordance with Florida Statute 218. If any Contractor elects to receive payment via ACH he/she shall afford to the District a one percent (1%) discount for invoice payments made within 30 days of the District’s receipt of a properly completed invoice.

10.7 CONTRACT REFERENCES (5 points) by group

Three references for projects similar in size and complexity are preferred. At least one reference should be K-12. All references should be recent (within the past three years) and verifiable. Referenced clients should be able to attest to the firm’s knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Each reference should include the following: Client’s name, address, contact person, valid contact email address and phone #, project/contract name, budget, dates (begin and end), and a project/contract summary. The summary should include type and volume of hardware provided (including manufacturer), and all related services (installation, configuration, warranty etc.).

List any contracts which have been terminated early or were not renewed within the past five (5) years. Explain the reason for early termination or non-renewal and include contact names, titles, phone numbers, and email address, if available.

10.8 OFFICE OF ECONOMIC OPPORTUNITY PLAN (5 points) by group
10.9 REQUIREMENTS COMPLIANCE / DISTINGUISHING CHARACTERISTICS (5 points) by group

Indicate clearly any areas in which your firm’s proposal does not fully comply with the requirements of this RFP. In addition, if your firm’s proposal exceeds the requirements of this RFP you may use this section to highlight those advantages to DCPS.

Proposers are also encouraged to identify any distinguishing characteristics of their firm that the Evaluation Committee should be made aware of. These may include suggestions and alternatives that the proposer believes will improve the quality of the service and/or reduce the cost of services, warranties, guarantees or other assurance of quality, service, and customer satisfaction. These characteristics may also be beyond the scope of this RFP if the vendor deems they would provide value to the long-term goals of DCPS.

Indicate the firm’s plan to comply with the required secure facility in Jacksonville, Florida (see Section 2.0). Include a proposed timeline for securing the facility (If not already present) and an interim plan until a facility is secured (if applicable).

11.0 PROPOSAL EVALUATION PROCESS:

Proposals are received and publicly opened. Only names of Proposers are read at this time. An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in this RFP. Purchasing personnel will participate in an administrative and advisory capacity only.

The Evaluation Committee reserves the right to interview any or all Proposers 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.

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 Proposer; or, (3) Allow the top ranked Proposers make oral presentations.

Proposers 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 proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal.

In the event that a mutually acceptable contract between the District and the selected Proposers cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Proposers and to negotiate and execute a Contract with the next-ranked Proposers.

The District reserves all rights, in its sole discretion, not to issue an award to any Proposers, 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 Proposer for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

Purchasing Services will prepare and submit a recommendation agenda item to the Superintendent of Schools, Duval County, Florida.

The Superintendent will then recommend to the School Board the award or rejection of any and/or all proposal(s). The School Board will then award or reject any or all proposal(s).

12.0 **OFFICE OF ECONOMIC OPPORTUNITY (OEO) PARTICIPATION:**

- The Duval County Public Schools encourages a maximum participation of Minority/ Women Business Enterprises (M/WBEs) and Small Business Enterprises (SBEs) in its contract awards, based on availability. The Board ensures that the Duval County School Board and private companies doing business with the DISTRICT do not discriminate in the awarding of DISTRICT contracts for construction, procurement of goods and services and professional services on the basis of race, color, sex or national origin.

- RESPONDENTS shall take all necessary and reasonable steps to ensure that certified M/Bes and SBE have and equitable opportunity to complete and perform on this contract in accordance with the established overall OEO goal of 5 %. Please be advised that the awarded CONTRACTOR shall be responsible for submitting a monthly Office of Economic Opportunity Utilization report (form 5).

- All RESPONDENTS should complete and return, as part of this item, the attached Office of Economic Opportunity Policy and Proposed Schedule of Participation Form (Attachment D). The Office directory can be accessed at [https://dcps.duvalschools.org/Page/7310-OEO Directories](https://dcps.duvalschools.org/Page/7310-OEO Directories).

13.0 **TERMINATION, SUSPENSION, AND REMEDIES:**

13.1 The District reserves the right to terminate any Contract resulting from this RFP, at any time and for any reason upon giving a minimum of sixty (60) days prior written notice to the Contractor. If said Contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said Contract.

The District will only be required to pay to the Contractor that amount of the Contract actually performed to the date of termination. Access to any and all work papers will be provided to the District after the termination of the Contract.

The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Contract; it being understood that the District’s payment of the Contract fees forms the consideration for the Contractor not having this right to terminate for convenience. In the event of the District’s termination of the Contract, the District (in its sole election) may also require the Contractor to provide the Transition Assistance set forth in section 13.2 of this RFP.

In the event any of the provisions of the Contract are breached by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within the applicable cure period set forth in this RFP (and if none is stated, then ten (10)
days), the District may terminate the Contract. Upon termination hereunder, the District may pursue any and all legal remedies as provided herein and by law.

Notwithstanding the foregoing, and in addition to the remedies set forth herein, the District may elect the following in its sole discretion, and without any obligation whatsoever to make this election.

If Contractor is unable to reasonably cure a deficiency within ten (10) days after receiving the District’s notice notwithstanding Contractor’s continuous and diligent efforts to do so, the District may elect, in its sole discretion, to permit Contractor to cure the deficiency as soon as is reasonably practicable using continuous and diligent efforts, but in no event more than thirty (30) days after receipt of the District’s notice.

Until the earlier of either (1) the deficiencies are cured or (2) this agreed upon cure period expires, the Contractor remains obligated to perform the Services without degradation and in accordance with the Contract.

13.2 In order to provide transition assistance to the District in the event that the Contract is terminated or expires, the Contractor agrees that the District may provide written notice to the Contractor retaining the Contractor for a mutually agreed upon period of time (at a minimum of one calendar month, plus up to five (5) additional calendar months on a month-by-month basis at the District’s sole and unilateral election) on the same terms and conditions set forth in the Contract (the “Transition Assistance”). Transition Assistance could be invoked, by way of example, to complete a transaction authorized by the agreement that was initiated during the term of the agreement. The provisions of this section will not apply if the Contract is terminated by the Contractor based on an uncured event of default by the District.

14.0 **DEFAULT:**

In the event that the Contractor breaches the Contract, then the District reserves the right to seek any and all remedies in law and/or in equity.

15.0 **LEGAL REQUIREMENTS:**

15.1 It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the stipulations of any federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. Upon award, Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the Agreement by this reference, and which are attached as composite Exhibit 2: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit.

15.2 Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor’s performance under the awarded Contract on account of race, color, sex, religion, age, handicap, marital status, national origin, citizenship status, creed, religious affiliation, sexual orientation, gender, gender identity, disability, veteran status, or any other protected status under applicable law. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of the
awarded Contract.

15.3 Proposers affirm by submitting their respective proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

15.4 **JESSICA LUNSFORD ACT**: The Contractor shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet current requirements as described in the Florida Statutes. Contractual personnel shall include any vendor, individual or entity under contract with the District. Current employees that have met the requirements of this Act with the District, and are in good standing, could be available for immediate employment with the successful Proposer. Any current employee’s compliance with the Act is valid for one-year and would have to be renewed during a contract year as his/her current background check expires. All background checks (initial and renewals) will be at the expense of the Contractor. Contractor shall not permit persons to provide services under this Agreement if any such person does not meet the standards under Florida law and the District’s hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for the District’s termination of this Agreement.

In 2013, the Florida Legislature amended Section 1012.467 F.S. to create a requirement for a uniform, statewide identification badge to be worn at all times by non-instrumental Contractor personnel when on school grounds. The cost of the badge may not exceed ten dollars ($10.00) per badge, per employee. After the implementation of the initial badge, the FSMC shall replace the badges concurrently with the re-fingerprinting of employees. The associated cost of the uniform, statewide badge shall be the responsibility of the FSMC. The FSMC shall report any arrest for a disqualifying offense within forty-eight (48) hours of the arrest. Failure of the FSMC or FSMC’s employee to report an arrest for any disqualifying offense within forty-eight (48) hours is a felony of the third-degree punishable as provided in Section 775.082 or Section 775.083 F.S.

15.5 **Other Legal Requirements**: All the personnel assigned by the Contractor and any subcontractor shall be authorized under state and local laws to perform such Services, whether by appropriate license, registration, certification or other authorization.

15.6 **Representations and Warranties**.

15.6.1 The Contractor warrants that it is a duly formed business entity duly organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to the Contract in the State of Florida.

The Contractor agrees that it will comply with all rules and regulations of governmental bodies governing its performance under this RFP and the resulting Contract whether or not such specified in the Contract and Exhibits. The Contractor further warrants that the execution and delivery of the Contract and the terms and conditions herein have been duly authorized by proper corporate and/or partnership action (as the case may be).
15.6.2 The Contractor shall comply with all applicable federal, State and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Contract, as the same exist and as they may be amended from time to time. The Contractor acknowledges and agrees that it is subject to the requirements of the Public Records Law, Chapter 119, Florida Statutes, for all matters pertaining to the Contract.

15.6.3 Each Party agrees to continue performing its obligations under the Contract while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance.

15.6.4 Each Party agrees that, in its respective dealings with the other Party under or in connection with the Contract, it shall act in good faith.

15.6.5 Neither Party shall use the name or marks of the other without its express written permission, which may be withdrawn at any time.

15.7 Miscellaneous. The Contract to be awarded pursuant to this RFP shall be further governed by the following:

15.7.1 This RFP and any Contract resulting there from shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and injure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of the Contract shall lie exclusively in the jurisdictional courts in and for Duval County, Florida.

15.7.2 The Contract shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

15.7.3 Except for the provisions requiring Contractor to pay the District’s reasonable attorneys’ fees and costs for any matter arising under Section 16 of the RFP (which shall control), in the event of any other conflict arising from the Contract, each party shall pay its own attorneys’ fees and costs.

15.7.4 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

15.7.5 Nothing herein shall be deemed that the District alters, limits, waives, or expands the provisions and limitations of section 768.28, Florida Statutes. Except as otherwise provided by Florida Law, neither the execution of the Agreement by the District nor any other conduct, action or inaction of any District representative to the Agreement is a waiver of sovereign immunity District.

15.7.6 The Contract may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

15.7.7 The Article and Section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.

15.7.8 The Contractor is, and shall at all times be, an independent contractor under the Contract and not an agent of the District. Nothing in the Contract nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Contract shall be construed as or deemed to create as to the Parties any partnership or joint venture.
Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.

15.7.9 The Contract is entered into solely between, and may be enforced only by, the District and the Contractor, and the Contract shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or employees of either Party, or to create any obligations of a Party to any such third parties.

15.7.10 Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Contract, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Contract shall not relieve the other Party from responsibility for complying with the requirements of the Contract, nor shall it be construed as a waiver of any rights under the Contract, except as and to the extent otherwise expressly provided in such approval or consent.

15.7.11 Any provision of the Contract which contemplates performance or observance subsequent to any termination or expiration of the Contract, including those provisions relating to the obligations of Contractor in connection with the Transition Assistance, shall survive any termination or expiration of the Contract and continue in full force and effect.

15.7.12 All media releases, public announcements, and public disclosures by either Party relating to the Contract or the subject matter of the Contract, including promotional or marketing material, shall be coordinated with and approved by the other Party prior to release. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

15.7.13 Time is of the essence in the Contract. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

15.7.14 Priority of documents (in case of any conflict among the RFP, the proposal and the contract, the priority shall be to the contract first, any addenda released for this RFP second, the RFP third and the proposal last. Any exceptions to the RFP made by proposer are not accepted unless affirmatively agreed to in writing by the District.

15.7.15 Every notice, approval, consent or other communication authorized or required by the Agreement awarded pursuant to this RFP shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below, or directed to the Contractor as established promptly after the award of the Agreement pursuant to this RFP. Either party may change the address by written notice to the other party from time to time in accordance herewith

<table>
<thead>
<tr>
<th>If to District:</th>
<th>With copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The School Board of Duval County, Florida</td>
<td>Office of Legal Services</td>
</tr>
<tr>
<td>1701 Prudential Drive</td>
<td>Attn: Chief</td>
</tr>
<tr>
<td>Jacksonville, Florida 32207</td>
<td>1701 Prudential Drive</td>
</tr>
<tr>
<td>Phone: (904) 390-2115</td>
<td>Jacksonville, FL 32207</td>
</tr>
<tr>
<td>Attn: Superintendent</td>
<td>Phone: (904) 390-2111</td>
</tr>
</tbody>
</table>

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day
activities shall be exchanged between the respective representatives of the District and the Contractor. Once so designated, each party’s representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services.

15.7.16 Gratuities and Kickbacks. Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or official of the District, elective or appointive, in his efforts to proposal for, offer for sale, or to seek in the open market to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

15.7.17 In the event of any conflict among the documents, the order of priority of the contract documents shall be as follows:

First, to any executed Agreement resulting from the award of this RFP;
Second, Addenda (if any) released for this RFP, with the latest Addendum taking precedence;
Third, the RFP, and
Last, the awardee’s Proposal.

15.7.18 The District shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment shall be in accordance with applicable law.

Each payment obligation of the District created by the Agreement is conditioned upon the availability of funds as set forth in section 12.5 above.
15.7.19 Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

16.0 **FEDERAL AND STATE TAX:**

Employment taxes: The Contractor shall comply with all matters relating to the timely payment of all taxes (Federal, State and local) and payroll taxes, unemployment taxes or contributions or other Federal or State employment taxes. The Contractor shall indemnify, defend, and hold District harmless from any liability for any required tax responsibilities.

Tangible taxes: The District is exempt from Federal and State taxes for tangible personal property. The Contractor’s doing business with the District shall not exempt Contractor from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor shall Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

17.0 **CONFLICT OF INTEREST:**

17.1 Pursuant to the District Policy all bidders, proposers, consultant, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the position the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

17.2 **Non-Collusion Statement / Public Domain**

I, the Proposer, attest that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other Proposers in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

18.0 **INSURANCE REQUIREMENTS:**

18.1 Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at its sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this section, the insurance shall commence at or prior to the execution of the Agreement by the District and shall be maintained in force throughout the term of the Agreement.

18.2 Workers’ Compensation/Employers’ Liability. The Workers’ Compensation/Employers’ Liability insurance provided by the CONTRACTOR shall conform to the requirements set forth herein.
A. The CONTRACTOR’s insurance shall cover the CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

B. The policy must be endorsed to waive the insurer’s right to subrogate against DCSB, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with DCSB, and its members, officials, officers and employees scheduled thereon.

C. Subject to the restrictions of coverage found in the standard Workers’ Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act or any other coverage customarily insured under Part One of the standard Workers’ Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers’ Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

- $1,000,000 Each Accident
- $1,000,000 Disease - Each Employee
- $1,000,000 Disease - Policy Limit

D. The Contractor may be relieved of providing Workers’ Compensation coverage provided an exemption form is submitted from the State of Florida Division of Workers Compensation stating the Contractor is exempt from the insurance requirement under F.S. 440.3.

18.3 Commercial General Liability. The Commercial General Liability insurance provided by the CONTRACTOR shall conform to the requirements hereinafter set forth:

A. The CONTRACTOR’s insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

B. The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided
by an umbrella or excess policy) shall not be less than:

- $1,000,000 General Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury
- $1,000,000 Each Occurrence

C. The CONTRACTOR shall include DCSB and the DCSB’s members, officials, officers and employees as “additional insureds” on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCSB and the DCSB’s members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner’s, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

D. Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The CONTRACTOR shall pay on behalf of DCSB or the DCSB’s member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCSB or the DCSB’s member, official, officer or employee for which the DCSB or the DCSB’s member, official, officer or employee is insured as an additional insured.

18.4 Business Auto Liability. The automobile liability insurance provided by the CONTRACTOR shall conform to the requirements hereinafter set forth:

A. The CONTRACTOR’s insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

B. The DCSB and the DCSB’s members, officials, officers and employees shall be included as “additional insureds” in a manner no more restrictive than that which would be afforded by designating the DCSB and the DCSB’s members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

- $1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

18.5 Professional Liability. The professional liability insurance provided by the CONTRACTOR shall conform to the requirements hereinafter set forth:

A. The professional liability insurance shall be on a form acceptable to the DCSB and shall apply to those claims which arise out of Services performed by or on behalf of the CONTRACTOR
pursuant to this Agreement which are first reported to the CONTRACTOR within four years after the expiration or termination of this Agreement.

B. If the insurance maintained by the CONTRACTOR also applies to services other than Services under this Agreement, the minimum limits of insurance maintained by the CONTRACTOR shall not be less than $1,000,000 per claim/annual aggregate. If the insurance maintained by the CONTRACTOR applies exclusively to the Services under this Agreement, the minimum limits of insurance maintained by the CONTRACTOR shall not be less than $1,000,000 per claim/annual aggregate.

C. Except as otherwise specifically authorized in this Agreement, the insurance may be subject to a deductible not to exceed $15,000 per claim.

D. The CONTRACTOR shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this Agreement which are reported to the CONTRACTOR or the insurer within four years after the expiration or termination of this Agreement.

18.6 Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by DCPS and shall be maintained in force throughout the term of this Agreement. The CONTRACTOR shall provide evidence of such insurance in the following manner:

A. As evidence of compliance with the required Workers’ Compensation/Employer’s Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the CONTRACTOR shall furnish DCPS with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers’ Compensation/Employer’s Liability contains a waiver of subrogation in favor of DCSB, identify this Agreement, and provide that DCPS shall be given no less than thirty (30) days’ written notice prior to cancellation.

B. As evidence of the required Additional Insured status for DCPS on the Commercial General Liability insurance, the CONTRACTOR shall furnish DCPS with:

1. a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCSB and the DCSB’s members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

2. the original of the policy(ies).

C. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR as set forth in this Agreement, the CONTRACTOR shall provide DCSB with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

D. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or
other evidence initially acceptable to DCSB, if requested by DCSB, the CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCSB, provide DCSB with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

18.7 Qualification of the CONTRACTOR's insurers.

A. Insurers providing the insurance required by this Agreement for the CONTRACTORs must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact Insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers’ Compensation Act, an eligible surplus lines insurer under Florida Statutes.

B. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best’s Rating of “A-” or better and a Financial Size Category of “VII” or better according to A. M. Best Company.

C. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the CONTRACTOR has knowledge of any such failure, the CONTRACTOR shall immediately notify DCSB and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCSB, the CONTRACTOR shall be in default of this Agreement.

18.8 The CONTRACTOR's Insurance Primary and Non-Contributory. The insurance provided by the CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or the DCPS's member, official, officer or employee.

18.9 The CONTRACTOR's Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCSB or others. Any remedy provided to DCPS or the DCPS’s members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

18.10 No Waiver by DCPS Approval/Disapproval. Neither approval by DCPS nor failure to disapprove the insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility to provide the insurance as required by this Agreement.

19.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT:

19.1 The Contractor shall, in addition to any other obligation to indemnify the Duval County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the
work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by the Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work.

19.2 Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the District. If contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys’ fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark of (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing.

19.3 The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers’ compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

19.4 Except as may otherwise be expressly set forth herein, each party shall be responsible to pay its own attorney's fees (including paralegal and any other fees) and all costs arising from disputes under the Agreement.

19.5 The Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS ($10.00) payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida.

19.6 This article will survive the termination of the Agreement.

20.0 **PUBLIC RECORDS LAW:**

Pursuant to Florida Statutes Chapter 119, responses received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents or other materials submitted by all Respondents in response to this offering shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes, unless otherwise exempt under Florida law.

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding public records (whether documents, notes, letters, emails, or other records) received or generated in relationship to the Agreement awarded by the District.

The Agreement shall be subject to Florida’s Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida’s public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:
A. keep and maintain public records required by the District in order to perform the service.

B. Upon request from the District’s custodian of public records, provide the 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 the Chapter 119, 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

D. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT’S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER TO BE PROVIDED PURSUANT TO SECTION 13.7.14 ABOVE.

To the extent a proposer asserts any portion of its proposal is exempt or confidential from disclosure under Florida’s public records, the burden shall be on the proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida’s public records laws and also timely provide a certified copy of such protective order to the District prior to the District’s release of such information into the public domain. It is not contemplated that any portion of a Proposal will be exempt or confidential from disclosure pursuant to Chapter 119, Florida Statutes.

21.0 PERMITS AND LICENSES:

The Contractor shall be responsible for obtaining any necessary permits and licenses and shall comply with laws, rules, and regulations whether State or Federal and with all local codes and ordinances without additional cost to the District. Some examples may include –but are not limited to: Florida incorporation requirements; business licensing at the State level as well as the City of Jacksonville (Duval County); EPA hazardous material management certification requirements for facilities; vehicle registration and licensing.

22.0 PUBLIC ENTITY CRIMES:

22.1 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/proposal on a contract to provide any goods or services to a public
entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/Proposals 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.2 The Proposer 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. **The Contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days of the award of the Contract.**

23.0 **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**

23.1 The Agreement is personal to the parties herein and may not be assigned, in whole, or by merger or reorganization by the Contractor without prior written consent of the District in its sole discretion which shall not be unreasonably withheld. The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal, or its subsidiaries, affiliates, or designees.

Notwithstanding the above, should the Contractor desire to delete, add, or amend any subcontractors or engage additional companies as subcontractors then the Contractor shall ensure that each subcontractor complies with all provisions of the agreement, and notwithstanding anything to the contrary, the Contractor shall remain liable for the acts and omission of such subcontractor(s) and the proper performance and delivery of the Services.

23.2 The Contractor herein shall not assign payments under the Contract or agreement without the prior written consent of the District.

24.0 **AGREEMENT:**

An Agreement, which shall include the terms and conditions set forth in this RFP, may be released, after award, for any work to be performed as a result of this RFP. This document, the proposal, negotiated terms, agreement if applicable, and any other relevant documents will constitute the complete agreement between the Contractor and the District.

25.0 **DISPUTE:**

A. Any Proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Officer, Operations Support (formerly known as Associate Superintendent of Business Services), or designee (hereinafter "Hearing Officer") immediately, but no later than two (2) working days after RFP opening or after recommendation of award [or as set forth in paragraph 9 infra, which will initiate the 48-hour notice requirement.

The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. (eastern prevailing time) on the fourth (4th) calendar day immediately following the RFP opening or receipt of notice of intent to award recommendation as is appropriate.

If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. (eastern...
prevailing time) on the next District work day. Protest shall be presented with specificity, and every issue shall be fully documented.

The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

All Proposers shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

The Hearing Officer shall issue his/her decision on or before five (5) working days of the completion of the protest hearing.

The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

The District does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any Proposers utilizing delivery by fax shall assume the risk associated with incomplete delivery or non-receipt.

Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operative date for the notice requirement shall be the date the specifications were obtained by the proposer but no later than 10 days prior to the date of bid opening or proposal due date.

26.0 DISCLAIMER: Except as expressly set forth in this RFP, all figures presented herein (i.e. times, rates, quantities, etc.) are for evaluative purposes only and are not deemed to be a direction to Proposers, nor a representation/warranty by the District.

27.0 REPLACEMENT OF CONTRACTOR STAFF:

Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes of replacement management personnel may be required to be submitted to the District for review.

The District reserves the right to interview replacement management personnel prior to approval.

The successful Contractor shall provide any and all necessary training for management and staff employed under the terms of the Contract with the District.

Additionally, the Contractor agrees that it will remove (within a mutually agreed upon period of time) from assignment under the Contract any individual in its employ, if, after the matter has been reviewed jointly by the District and the Contractor, the District requests such action in writing.

Any such removal shall not necessarily reflect on the capabilities or competence of the individual so removed. Nothing herein shall affect the status or responsibilities of the Contractor as an independent contractor solely responsible for the method, manner and means chosen by it to perform hereunder.
28.0 PURCHASES BY OTHER PUBLIC ENTITIES:

Purchases by other political subdivisions or public entities under any contract resulting from this solicitation are permissible upon the consent and agreement of the awarded vendor(s).

29.0 MOST FAVORED CUSTOMER STATUS AND EXCLUSIVITY

The awarded vendor shall afford Duval County Public Schools most favored customer status for all items herein. Accordingly, if during the term of this contract, the Contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price.

Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the Contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the Contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract. The same shall apply to GSA, any other state, county or municipality, or authorized contract, as may be in the best interest of the Board.

Any contract resulting from this RFP will be exclusive with the following exceptions:
- Contractor is unable to provide required hardware within the required delivery time
- Contract is unable to provide the required amount of hardware requested
- Contractor is unable to maintain favorable pricing as defined above.

30.0 PAYMENT TERMS AND FORM OF PAYMENT

Payment of all invoices shall be in accordance with requirements of the Florida Prompt Payment Act (Florida Statute 218). The invoice shall be in form and content and shall contain such detail as mutually agreed upon by the parties.

The District will make payments via credit card (any fees charged to Contractor from their financial institutions relating to the credit card payment method are the sole responsibility of the Contractor) or by ACH at the discretion of the Contractor (refer to Section 11.6). Respondents are to indicate on the Required Response Form (Attachment A) the accepted method of payment. It shall be noted you are authorizing this method of payment for all future invoices, whether they are related to this solicitation or not.

31.0 SUB-CONTRACTORS

The District must approve all sub-contractors in writing prior to them performing any work under this contract. All requests for sub-contractors shall be submitted in writing to the Executive Director of Information Systems or designee. The Contractor will be fully responsible to the District for the acts and omissions of the sub-Contractor and its employees. All responsibilities relating to the performance of this contract remain the responsibility of the Contractor.
ATTACHMENT B
Supplemental Questions

To be submitted with Section 10.5
Unless otherwise noted, questions are to be answered for each group proposed.

Account Relations
1. Describe how your organization has performed general customer service tasks, including providing the status of an order, pre-deployment project planning and order history information about a District’s account (by District, department, school), etc?

Order and Product Management
1. In a K-12 enterprise with minimal disruptions to the What is the average cycle time, in days, from order receipt to order shipment to delivery at a specific Districts’ location for each of the requested hardware items? Detail variances, i.e. desktop, laptop, etc.

2. Group B, C and D only. Describe planning and procedures utilized for large-scale deliveries such as a new school opening or district-wide deployment. Give examples of large-scale rapid deployments of computers or printers in excess of 3000 units for computers and printers instructional process.

Installation
3. Detail the activities which you are proposing as part of your Solution for physical installation and asset tracking/reporting. (If Services for physical installation vary based on the machine type, please explain these variances.)

4. Group B and C only. Describe your organization’s capacity to work with the District in developing a standard software configuration image for educational and business machines and then loading it onto acquired computers prior to delivery. Include a detailed description of your quality control process.

5. Describe your organization’s experience in performing network integration services with initial equipment installations.

Disposal/Re-Use
6. Describe your organizations re-use/recycle programs, if applicable. If hardware components/parts are re-used by your organization, will the DCPS receive a discount toward future purchases? If so, how much?

Warranty
7. Describe how your organization will meet the District’s warranty requirements from issuance of notice of warranty problem to resolution per Section 2.0. If your organization offers warranty option greater than specified, please detail the offer and provide associated costs.

8. The District will require a monthly update on warranty issues. How will this information be provided? Report must include at minimum the site, problem, date and time of initial contact, resolution, date and time call closed due to satisfactory resolution.

9. Describe how you will facilitate the school or administrative sites ability to determine if a product is under warranty and the contact person for warranty claims.

10. If applicable, how do you plan on managing the subcontractors providing warranty repair to ensure the consistency, timeliness, and success of the service and process?

Product Knowledge
11. Describe currently available online “self-help” capabilities that your organization offers for users to learn more about IT hardware and software, independently resolve common problems, or perform diagnostics. Please detail any costs associated with this activity.

12. What services and materials does your organization offer for technical support (Help Desk tier 1 and 2) training? Who executes this training? Will your organization certify District staff to repair and manage IT hardware provided on this contract? Please detail any associated costs.

13. Describe you plan for providing technical training for DCPS staff to accomplish self-maintainer certification status?
## ATTACHMENT C – GROUP A

**Pricing for Windows Servers - HP**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>List Price Including All Services</th>
<th>Discount %</th>
<th>Net Price</th>
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<tbody>
<tr>
<td><strong>Price shall be in accordance with specifications given in Section 2.1 and be inclusive of ALL costs.</strong></td>
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<tr>
<td><strong>1.</strong></td>
<td><strong>ProLiant DL360 Gen10 Server–Data Center</strong> - (2) Intel Xeon Scalable 4110 (8 core, 2.1 GHz, 11 MB, 85W), HPE 32GB (2x16GB) Dual Rank x8 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit, HPE Smart Array P816i-a SR Gen10, (2) HPE 480GB SATA 6G Mixed Use LFF (3.5in) SCC 3yr Wty Digitally Signed Firmware SSD, (6) HP 600GB SAS 15K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive, (2) HPE 500W Flex Slot Platinum hot-plug power supply kits, HP Redundant Fans, HP Ethernet 1Gb 4-port 331FLR FIO Adapter, HPE OneView for ProLiant DL Server including 3yr 24x7 Support FIO Bundle Physical 1-server LTU, HP Care Pack – 5 Year – 24x7x4 Hour – On Site Maintenance – Parts and Labor – Physical Service. (10% of total Group point value)</td>
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<td><strong>2.</strong></td>
<td><strong>ProLiant DL380 Gen10 Server–Data Center</strong> - (2) HPE DL380 Gen10 Intel Xeon-Silver 4110 (2.1GHz/8-core/85W) Processor Kit, HPE 64GB (4x16GB) Dual Rank x8 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit, HPE Smart Array P816i-a SR Gen10, (2) HPE 480GB SATA 6G Mixed Use LFF (3.5in) SCC 3yr Wty Digitally Signed Firmware SSD, (6) HP 600GB 6G SAS 15K rpm SFF (2.5-inch) SC Enterprise 3yr Warranty Hard Drive, (2) HPE 800W Flex Slot Platinum hot-plug power supply kits, HP Redundant Fans, (2) HP Ethernet 1Gb 4-port 331FLR FIO Adapter, HPE OneView for ProLiant DL Server including 3yr 24x7 Support FIO Bundle Physical 1-server LTU, HP Care Pack – 5 Year – 24x7x4 Hour – On Site Maintenance – Parts and Labor – Physical Service (15% of total Group point value)</td>
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<td>Item</td>
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<td>3.</td>
<td><strong>ProLiant DL380 Gen10 Server</strong> – (Schools Bundle) - (2) HPE DL380 Gen10 Intel Xeon-Silver 4110 (2.1GHz/8-core/85W) Processor Kit, HPE 64GB (4x16GB) Dual Rank x8 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit, HPE Smart Array P816i-a SR Gen10, (2) HPE 480GB SATA 6G Mixed Use LFF (3.5in) SCC 3 yr Wty Digitally Signed Firmware SSD, (5) HPE 12TB SAS 12G Midline 7.2K LFF (3.5in) SC 1 yr Wty Helium 512e Digitally Signed Firmware HDD, (2) HPE 800W Flex Slot Platinum hot-plug power supply kits, HP Redundant Fans, (2) HP Ethernet 1Gb 4-port 331FLR FIO Adapter, HPE OneView for ProLiant DL Server including 3yr 24x7 Support FIO Bundle Physical 1-server LTU, HP Care Pack – 5 Year – 24x7 Hour – On Site Maintenance – Parts and Labor – Physical Service</td>
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<td>4.</td>
<td><strong>(Schools Bundle) HPE MSA2040 Storage Array</strong> - (24) SFF SAS/MLD SAS; 48 TB Raw; Supported, 10 Gb/sec iSCSI (2) Ports per controller, (2) MSA 1040 2-port 10G iSCSI Controller, (4) CAT6A 3m Cable, (2) JL581A Aruba 8320, 48p 1G/10GBASE-T and 6p 40G QSFP+, 5 x Fans, 2 x Power Supplies, 2-post Rack Kit.</td>
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<td>5.</td>
<td><strong>(Schools Bundle) HP 2x1Ex16 KVM IP Console Switch G2</strong> with Virtual Media CAC Software, USB Virtual Media, CAC Interface Adapter, HP TFT7600 G2 KVM Console and Monitor (Total of line items 3 through 5 (25% of total Group point value))</td>
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<td>6.</td>
<td><strong>HPE Synergy Compute Module</strong> - (2) HPE Synergy 480/660 Gen10 Intel Xeon-Gold 6148 (2.4GHz/20-core/150W) FIO Processor Kit, HPE 768GB (12x64GB) Quad Rank x4 DDR4-2666 CAS-19-19-19 Load Reduced Smart Memory Kit, HPE Synergy 3820C 10/20Gb Converged Network Adapter, HP Technical Installation Startup SVC, HP 5y 24x7x4 HW Support, HPE iLO Advanced Premium Security Upgrade Electronic License with 3yr Support on Licensed Features. (25% of Total Group point value)</td>
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<td>Item</td>
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<td>8.</td>
<td><strong>HPE StoreOnce 5100 48TB System</strong> - (2)HPE StoreOnce 10GbE BASE-T Network Card, HPE StoreOnce 16Gb Fibre Channel Card, (2)HPE StoreOnce 10GbE BASE-T Network Card LTU, HPE StoreOnce 16Gb Fibre Channel Card LTU, (U7Y40E) HPE 5 year Proactive Care 24x7 StoreOnce 45/5100 Catalyst LTU Service, HPE StoreOnce 4500/5100 Catalyst E-LTU, HPE 5 year Proactive Care 24x7 StoreOnce 5100 48TB Backup Service, HPE StoreOnce Basic Installation Service, (2)HPE 10GBase-T SFP+ Transceiver</td>
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<td>Item</td>
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<td>9.</td>
<td><strong>HPE Synergy Frame</strong> - Synergy Multi Frame Master1 FIO, HPE Synergy 12000 Configure-to-order Frame with 1x Frame Link Module 10x Fans, HPE Synergy 20Gb Interconnect Link Module, HPE Virtual Connect SE 40Gb F8 Module for Synergy, HPE BladeSystem c-Class 40G QSFP+ to 4x10G SFP+ 3m Direct Attach Copper Splitter Cable, HPE Synergy Dual 10GBASE-T QSFP+ 30m RJ45 Transceiver, (2) HPE Synergy 40GbE/4x10GbE/4x8Gb FC QSFP+ Transceiver, (2) HPE 10GBase-T SFP+ Transceiver, (2) HPE 8Gb Short Wave Fibre Channel SFP+ 1 Pack, (2) HPE BladeSystem c-Class 40G QSFP+ to QSFP+ 3m Direct Attach Copper Cable, (2) HPE Synergy Frame Link Module CAT6A 3m Cable, (6) HPE Synergy Frame Link Module CAT6A 1.2m Cable, HPE Synergy 8Gb FC License Upgrade, HPE 6x 2650W Performance Hot Plug Titanium Plus FIO Power Supply Kit, HPE Synergy Composer, HPE Synergy Image Streamer, HPE Synergy Frame Rack Rail Kit, HPE Synergy Frame Link Module, HPE Synergy Frame 4x Lift Handles, HP 5y 24x7x4 HW Support.</td>
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<td><strong>Total of line items 7 through 9 (25% of total Group point value)</strong></td>
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Discount of ________% for balance of line from current list price

SUBMITTED BY:

______________________________  _________________________________
Firm Name (written or typed)    Name & Title (written or typed)

______________________________  _________________________________
Date                              Signature
## ATTACHMENT C – GROUP B

Pricing For Lenovo

Workstations/Laptops/Tablets

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>List Price Including All Services</th>
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<td></td>
<td><strong>Price shall be in accordance with specifications given in Section 2.2 and be inclusive of ALL costs.</strong></td>
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<tr>
<td>1.</td>
<td><strong>Lenovo Tiny</strong>: i3-7100T processor (3MB cache, 3.4 GHz), 8GB DDR4 2400 SoDimm, 128 GB Solid State Drivem.2 PCIe, Windows 10 Professional, Intel 8265 2x2 AC+BT Non-vPro, keyboard, mouse, 24” TIO Monitor, patch cable, and 4 year onsite warranty. Includes delivery, configuration, labeling and installation.</td>
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<td>2.</td>
<td><strong>Lenovo L480 Touch ThinkPad</strong>: i5-8250U processor, 8GB DDR4-2400 SODIMM, 128 GB Solid State Drive, SATA 3, 3 cell battery, 14” FHD IPS, W/LAN Touch display, carrying case, 19.5” Monitor, Thinkpad USB-C Dock, USB keyboard and Mouse, Windows 10 Professional and 3 year depot warranty and 3 year accidental damage protection (ADP). Emtec Pick-up/Delivery, Emtec Data Migration Includes delivery, configuration, and installation. Laser Etching 1/16 inch deep on laptop cover. Customized Labeling with pertinent information and barcodes Absolute MDM License and installation</td>
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<td>Item</td>
<td>Description</td>
<td>List Price Including All Services</td>
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<td>Net Price</td>
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<td>3.</td>
<td><strong>Lenovo L480 Touch ThinkPad</strong>: i5-8250U processor, 8GB DDR4-2400 SODIMM, 128 GB Solid State Drive, SATA 3, 3 cell battery, 14&quot; FHD IPS, W/LAN Touch display, carrying case, 2 ea 19.5&quot; Monitor, Dual Monitor Stand, Thinkpad USB-C Dock, USB keyboard and Mouse, Windows 10 Professional and 3 year depot warranty and 3 year accidental damage protection (ADP). Pick-up/Delivery, Data Migration. Includes delivery, configuration, and installation. Laser Etching 1/16-inch-deep on laptop cover Customized Labeling with pertinent information and barcodes Absolute MDM License and installation</td>
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<td>4.</td>
<td><strong>Lenovo X380 Yoga ThinkPad</strong>: i5-8250U processor, 4GB DDR4- 2400MHz, 128 GB Solid State Drive SATA3, 4 cell battery, 13.3&quot; FHD IPS AR 300N Touch, ThinkPad Pen Pro, Black, 2 ea 19.5&quot; Monitor, Dual Monitor Stand, Thunderbolt Dock, Keyboard, Mouse, patch cable, Surge Protector, carrying case, Windows 10 Professional and 4 year depot warranty and 4 year accidental damage protection (ADP). Includes delivery, configuration, and installation. Weekly pick-up, repair and delivery of broken laptops, Data Migration. Emtec Laser Etching 1/16 inch deep on laptop cover Emtec Customized Labeling with pertinent information and barcodes</td>
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<td>5.</td>
<td><strong>Lenovo Standard 11e 5th Gen</strong>: ThinkPad: Intel Celeron N4100 processor, 8GB DDR4 2400MHz on MB, 128 GB Solid State Drive, 3 cell 42Wh battery, dual band wireless, 11.6&quot; W HD IPS LCLW LED Multitouch Anti-Glare Display, Windows 10 Pro 64 , and 3 year depot warranty and 3 year accidental damage protection (ADP). Includes delivery, configuration, and installation. End of School year cleaning and battery/laptop storage at school. Laser Etching 1/16 inch deep on laptop cover Customized Labeling with pertinent information and barcodes. (50% of total Group point value)</td>
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<td>6.</td>
<td><strong>Lenovo Yoga 11e 5th Gen</strong>: ThinkPad: Intel Celeron N4100 processor, 8GB DDR4 2400MHz on MB, 128 GB Solid State Drive, 3 cell 42Wh battery, dual band wireless, 11.6&quot; HD display IPS Touch, Windows 10 Pro 64 , and 4 year depot warranty and 3 year accidental damage protection (ADP). Includes delivery, configuration, and installation. End of School year cleaning and battery/laptop storage at school. Laser Etching 1/16 inch deep on laptop cover Customized Labeling with pertinent information and barcodes</td>
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## Pricing For Lenovo Workstations/Laptops/Tablets

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<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>List Price Including All Services</th>
<th>Discount %</th>
<th>Net Price</th>
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<tbody>
<tr>
<td>7.</td>
<td><strong>Lenovo Tablet 10</strong>: Celeron N4100 processor, 8GB LPDDR4-2400MHz, 128 GB Integrated Storage, 2 cell battery, 10.1 WUXGA (1920x1200) IPS Anti-Glare Touch, Garaged Pen, Black, Integrated Graphics, 11ac, 2x2 + BT4.1 WLAN Bluetooth, carrying case, Windows 10 Professional and 1 year depot warranty. Includes delivery, configuration, and installation. Laser Etching 1/16 inch deep on laptop cover. Customized Labeling with pertinent information and barcodes.</td>
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<td>8.</td>
<td><strong>Lenovo L480 Touch ThinkPad</strong>: i5-8250U processor, 8GB DDR4-2400 SODIMM, 128 GB Solid State Drive, SATA 3, 3 cell battery, 14” FHD IPS, W/LAN Touch display, carrying case, Windows 10 Professional and 3 year depot warranty and 3 year accidental damage protection (ADP). Includes delivery, configuration, and installation. Laser Etching 1/16 inch deep on laptop cover. Customized Labeling with pertinent information and barcodes. Customized DCPS Teacher label Absolute MDM License and installation.</td>
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<td><strong>Items 1,3,4,6 (20% of Total Group Point Value)</strong> Items 2,7,8 (30% of Total Group Value)</td>
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</table>
ATTACHMENT C – GROUP B
Pricing For Lenovo
Workstations/Laptops/Tablets

RFP No. 03-19/LM

Discount of ____% for balance of line from current list price

SUBMITTED BY:

______________________________  ________________________________
Firm Name (written or typed)    Name & Title (written or typed)

______________________________  ________________________________
Date                            Signature
**Price shall be in accordance with specifications given in Section 2.3 and be inclusive of ALL costs.**

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<th>List Price Including All Services</th>
<th>Discount %</th>
<th>Net Price</th>
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<tbody>
<tr>
<td>2.</td>
<td><strong>Microsoft Surface Pro 6</strong> - 7th Gen Intel Core i5 Platinum. 8GB RAM, 128 GB Solid State Drive Part Number LQ6-00001. Windows 10 Professional and 1 year depot warranty. Includes delivery, configuration, and installation. Laser Etching 1/16 inch deep on laptop cover Customized Labeling with pertinent information and barcodes.</td>
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**Total of items 1 and 2**
RFP No. 03-19/LM

Discount of ________% for balance of line from current list price

SUBMITTED BY:

__________________________________________  ______________________________________
Firm Name (written or typed)                  Name & Title (written or typed)

__________________________________________  ______________________________________
Date                                           Signature
### ATTACHMENT C – GROUP D

**Pricing for Lexmark Printers**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>List Price Including All Services</th>
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<td>Price shall be in accordance with specifications given in Section 2.4 and be inclusive of ALL costs.</td>
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<tr>
<td>1.</td>
<td><strong>Lexmark CX825dte Color Laser Multifunction</strong>, 550 sheet input, 100 sheet multipurpose feeder, integrated duplex, 2 x 550 sheet tray, 500 sheet output bin, flatbed scanner with ADF/DADF (single pass duplex), caster base, 55 PPM, Duty Cycle 250000 pages Per Month. INCLUDES THE FOLLOWING SOFTWARE LICENSES PLUS 5 YEARS MAINTENANCE: (1) Print Release on Premise, (1) Mobile Print on Premise and (1) Document Accounting on Premise. ALSO INCLUDES (1) Omnikey 5427 Card Reader and DOES NOT INCLUDE (25) HIS 125KHZ microProx Tags. Remote software activation provided by Lexmark. Delivery, installation (including updated drivers as needed), testing and removal of trash is included. Warranty: 1 year onsite PLUS 4 year parts only.</td>
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<tr>
<td>2.</td>
<td><strong>Lexmark MS521DN Mono Multifunction Laser Printer</strong>, Patch Cable, Delivery, Install (Including updated drivers as needed), Testing and Removal of Trash. Ships w/5000 page black cartridge. Network Jack Required. 512MB Ram, Ethernet 10/100/1000 and USB Connectivity. 250 Sheet Input, 100 Sheet Multipurpose Feeder, 150 sheet output, Integrated Duplex, 46 PPM, Duty Cycle 120000 pages Per Month. 1 Year Exchange, return to base service, 2 year parts only extended warranty.</td>
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<tr>
<td>Item</td>
<td>Description</td>
<td>List Price Including All Services</td>
<td>Discount %</td>
<td>Net Price</td>
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<td>3.</td>
<td>Lexmark MX721adhe Mono Laser Multifunction Printer plus Extra Drawer, patch cable, Ships w/10,000 page cartridge and an additional 15,000 page high yield cartridge. Network jack required. 2000MB RAM, Ethernet 10/100/1000 and USB Connectivity. 550 Sheet Input, 100 Sheet multipurpose Feeder, 550 Sheet output, Integrated Duplex 65 PPM, Duty Cycle 300000 pages per month, INCLUDES THE FOLLOWING SOFTWARE LICENSES PLUS 5 YEARS MAINTENANCE: (1) Print Release on Premise, (1) Mobile Print on Premise, and (1) Document Accounting on Premise. ALSO INCLUDES (1) Omnikey 5427 Card Reader. Remote software activation provided by Lexmark. Delivery, installation (including updated drivers as needed), testing and removal of trash is included. Warranty: 1 year onsite PLUS 4 year parts only (50% of total Group point value)</td>
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<tr>
<td>4.</td>
<td>Lexmark MS725dvn Mono Laser Printer, Patch Cable, Delivery, Install (Including updated drivers as needed), Testing and Removal of Trash. Ships w/11,000 page black cartridge. Network Jack Required. 512MB Ram, ethernet and USB Connectivity. 550 Sheet Input, 100 Sheet Multipurpose Feeder, 550 sheet output, 55 PPM, Duty Cycle 300000 pages Per Month. 3 year on-site warranty (OSR parts and labor)</td>
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</table>
### Pricing for Lexmark Printers

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>List Price Including All Services</th>
<th>Discount %</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td><strong>Lexmark MX321adn Mono Multifunction Laser Printer</strong>, Patch Cable, Delivery, Install (Including updated drivers as needed), Testing and Removal of Trash. Ships w/2500 page black cartridge. Network Jack Required. 1024MB Ram, Ethernet 10/100base and USB Connectivity. 250 Sheet Input, 100 Sheet Multipurpose Feeder, 150 sheet output, Integrated Duplex, 38 PPM, Duty Cycle 50000 pages Per Month. 1 year exchange, onsite service, next business day, 2 year parts only extended warranty. <em>(20% of total Group point value)</em></td>
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</tbody>
</table>
### ATTACHMENT C – GROUP D

**Pricing for Lexmark Printers**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>List Price Including All Services</th>
<th>Discount %</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td><strong>Lexmark MX522adhn Mono Multifunction Laser Printer</strong>, Patch Cable, Delivery, Install (Including updated drivers as needed), Testing and Removal of Trash. Ships w/6000 page black cartridge. Network Jack Required. 1024MB Ram, Ethernet and USB Connectivity. 250 Sheet Input, 100 Sheet Multipurpose Feeder, 150 sheet output, Integrated Duplex, 46 PPM, Duty Cycle 120000 pages Per Month. 3 year on-site warranty (OSR parts and labor)</td>
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</tbody>
</table>
# ATTACHMENT C – GROUP D
Pricing for Lexmark Printers

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>List Price Including All Services</th>
<th>Discount %</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td><strong>Lexmark MX321adn Mono Multifunction Laser Printer</strong>, Patch Cable, Delivery, Install (Including updated drivers as needed), Testing and Removal of Trash. Ships w/2500 page black cartridge. Network Jack Required. 1024MB Ram, Ethernet 10/100base and USB Connectivity. 250 Sheet Input, 100 Sheet Multipurpose Feeder, 150 sheet output, Integrated Duplex, 38 PPM, Duty Cycle 50000 pages Per Month. 1 year exchange, onsite service, next business day, 2 year parts only extended warranty.</td>
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</tr>
</tbody>
</table>

Total of line items 1,2,4,5,7,8,9,10 (30% of total group point value)
Discount of ________% for balance of line from current list price

SUBMITTED BY:

__________________________________________  _________________________________________
Firm Name (written or typed)  Name & Title (written or typed)

__________________________________________  _________________________________________
Date  Signature
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>List Price Including All Services</th>
<th>Discount %</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Price shall be in accordance with specifications given in Section 2.5 and be inclusive of ALL costs.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Bretford Cube Cart - 20 Pacific Blue Bretford Cube Cart AC for up to 20 Devices w/Back Panel, Pacific Blue Paint and Storage Container. Customized Labeling with pertinent information and barcodes. Delivery and Installation <em>(25% of total Group point value)</em></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td>Bretford Cube Cart - 32 - Pacific Blue Bretford Cube Cart AC for up to 32 Devices w/Back Panel, Pacific Blue Paint. Customized Labeling with pertinent information and barcodes. Delivery and Installation <em>(25% of total Group point value)</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Bretford Techguard locker ten bay, Reader Panel –F-1-USA, Includes Install – Which includes delivery, installation and trash removal. Includes labeling with pertinent information and barcodes. Metallic Champagne <em>(50% of total Group point value)</em></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Total 1 through 3**
Discount of ________% for balance of line from current list price

SUBMITTED BY:

__________________________  ___________________  
Firm Name (written or typed)  Name & Title (written or typed)

__________________________  ___________________
Date  Signature
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>List Price Including All Services</th>
<th>Discount %</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Apple iMac 21.5-inch Desktop</strong> - iMac 21.5-inch, 23GHz dual-core Intel Core i5, Turbo Boost up to 3.5GHz, 8GB 2133Mhz DDR4 RAM, 1TB Serial ATA Drive, Wired Numeric Keyboard &amp; Wired Mouse, 3-year depot warranty and 3-year accidental damage protection (ADP). Includes delivery, configuration, and installation. Laser Etching 1/16 inch deep on laptop cover. Customized Labeling with pertinent information and barcodes. Customized DCPS Teacher label. Absolute MDM License and installation (25% of total Group point value)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.</td>
<td><strong>Apple Macbook Air 13-inch (2017)</strong>, 1.8GHz dual-core Intel Core i5, Turbo Boost up to 2.9GHz, 8GB 1600MHz LPDDR3 RAM, 128GB PCIe-based SSD. 3-year depot warranty and 3-year accidental damage protection (ADP). Includes delivery, configuration, and installation. End of School year cleaning and battery/laptop storage at school. Laser Etching 1/16 inch deep on laptop cover. Customized Labeling with pertinent information and barcodes. Customized DCPS Teacher label. Absolute MDM License and installation (25% of total Group point value)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3.</td>
<td><strong>Apple iPad 6th Generation (WiFi)</strong>, A10 Fusion Chip, 2GB RAM, 128GB Flash Storage, Apple Pencil. 1 year depot warranty. Includes delivery, configuration, and installation. Laser Etching 1/16 inch deep on laptop cover. Customized Labeling with pertinent information and barcodes.</td>
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<td></td>
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<tr>
<td></td>
<td><strong>(50% of total Group point value)</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>Total 1 through 3</strong></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
ATTACHMENT C – GROUP F
Workstations/Laptops/Tablets – Apple

RFP No. 03-19/LM

Discount of _________% for balance of line from current list price

SUBMITTED BY:

_________________________ __________________________
Firm Name (written or typed) Name & Title (written or typed)

_________________________ __________________________
Date Signature
OFFICE OF ECONOMIC OPPORTUNITY PROPOSED SCHEDULE OF PARTICIPATION

NOTICE OF NONDISCRIMINATION

The Duval County Public Schools (DCPS) encourages a maximum participation of Small and Minority/Women Business Enterprises in its contract awards, based upon availability. The Board ensures that Duval County Public Schools and private companies doing business with the DCPS do not discriminate in the awarding of DCPS contracts for construction, procurement of goods and services and professional services on the basis of race, color, sex, or national origin.

SMALL BUSINESS ENTERPRISE PROGRAM AND THE MINORITY/WOMEN BUSINESS PROGRAM

It is the policy of the Duval County Public Schools, as defined in subchapter 7.72 of the Duval County School Board policy, to ensure the equitable participation of Small Business Enterprises (SBEs) and Minority/Women Business Enterprises (M/WBEs), in providing services to the Board under this contract.

In this regard, the proposer shall take all necessary and reasonable steps to ensure that certified SBEs and/or M/WBEs have an equitable opportunity to compete and perform on this contract in accordance with the established Overall OEO goal of 5%. Only firms certified with DCPS may be counted towards the proposer's goal achievement. Proposers that are certified with DCPS at the time of submittal meet the SBE and/or M/WBE participation requirements for this contract. For a listing of certified SBEs and MBEs, proposers may contact:

- Duval County Public Schools, Office of Economic Opportunity @ (904) 858-4860
- www.duvalschools.org/oeo

After the award of the contract, failure on the part of the successful firm to contract with SBEs and/or M/WBEs to fulfill the Overall OEO goal of 5% of contracted amount with Small and/or Minority/Women vendors, contractors or subcontractors shall constitute a material breach of contract and default justifying termination. In the event the selected SBE and/or M/WBE firm ceases to exist or terminates its relationship with the proposer, another certified SBE and/or M/WBE firm shall be selected and mutually agreed to so as to maintain compliance.

For the purpose of evaluation, submit this form along with Section A or Section B requirements.

A) Proposers that are certified with DCPS, at the time of submittal must provide proof of current certification in order to meet the full SBE and/or M/WBE participation requirements.

B) Proposers not meeting certification requirements above provide the following:
1) Proposer’s Supplier Diversity program (if any).
2) Documentation of Proposer’s previous experience doing business with Small and/or Minority/Women Businesses.
3) Documentation of experience in submitting with organizations that have SBE and/or M/WBE programs. Indicate the agency name, established & achieved MBE goal, along with the contact names and number(s) for verification.
4) Approach to achieve the established Overall OEO goal of 5% in participation. Your explanation should include, but not be limited to, identifying targeted areas for the solicitation for participation along with a listing of company names you expect to do business.

I declare that I have read the forgoing conditions and instructions and that facts as revealed to the DCPS herein, are true to the best of my knowledge and benefits.

Signature: ____________________________  Title: ____________________________
Print Name: __________________________  Date: __________________________

RFP No. 03-19/LM, IT Hardware
### IT HARDWARE RFP
### EVALUATION WORKSHEET

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Reference to Proposal Evaluation Criteria</th>
<th>Comments</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Financial Responsibility:</strong></td>
<td>(Total points 10)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• All criterion elements as described in Section 10.2 of</td>
<td>Point Assignment Recommended by Business Services 0 = Not Provided</td>
<td></td>
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<tr>
<td>the RFP.</td>
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<td></td>
<td></td>
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<tr>
<td>**Qualifications and Experience of Company/</td>
<td>(Total points 10)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff (by Group):</td>
<td>General Guidelines</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• All criterion elements as described in Section 10.4 of</td>
<td>10 = Far Exceeds</td>
<td></td>
<td></td>
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<tr>
<td>the RFP.</td>
<td>6 = Exceeds</td>
<td></td>
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<td></td>
<td>3 = Meets</td>
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<td></td>
<td>1 = Unacceptable</td>
<td></td>
<td></td>
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<td></td>
<td>0 = Not Provided</td>
<td></td>
<td></td>
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<tr>
<td><strong>Approach to Services and Resource Availability (by Group):</strong></td>
<td>(Total points 30)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• All criterion elements as described in Section 10.5 of</td>
<td>General Guidelines</td>
<td></td>
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<tr>
<td>the RFP.</td>
<td>30 = Far Exceeds</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>21 = Exceeds</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>12 = Meets</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 = Unacceptable</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0 = Not Provided</td>
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<td></td>
</tr>
</tbody>
</table>
## IT HARDWARE RFP
### EVALUATION WORKSHEET

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Point Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pricing of Products and Services (by Group):</strong></td>
<td>As described in Section 10.6 of the RFP.</td>
<td>(Total points 35) General Guidelines&lt;br&gt;35 = Far Exceeds&lt;br&gt;25 = Exceeds&lt;br&gt;15 = Meets&lt;br&gt;5 = Unacceptable&lt;br&gt;0 = Not provided</td>
</tr>
<tr>
<td><strong>Contract References (by Group):</strong></td>
<td>All criterion elements as described in Section 10.7 of the RFP.</td>
<td>(Total points 5) General Guidelines&lt;br&gt;5 = Far Exceeds&lt;br&gt;3 = Exceeds&lt;br&gt;2 = Meets&lt;br&gt;1 = Unacceptable&lt;br&gt;0 = No Provided</td>
</tr>
<tr>
<td><strong>Minority Plans (by Group):</strong></td>
<td>All criterion elements as described in Section 10.8 of the RFP.</td>
<td>(Total points 5) General Guidelines&lt;br&gt;5 = Far Exceeds&lt;br&gt;3 = Exceeds&lt;br&gt;2 = Meets&lt;br&gt;1 = Unacceptable&lt;br&gt;0 = Not Provided</td>
</tr>
<tr>
<td><strong>Requirements Compliance/Distinguishing Characteristics (by Group):</strong></td>
<td>All criterion elements as described in Section 10.9 of the RFP.</td>
<td>(Total points 5) General Guidelines&lt;br&gt;5 = Far Exceeds&lt;br&gt;3 = Exceeds&lt;br&gt;2 = Meets&lt;br&gt;1 = Unacceptable&lt;br&gt;0 = Not Provided</td>
</tr>
</tbody>
</table>

Committee Member Printed Name and Signature

RFP No. 03-19/LM, IT Hardware

Page 2 of 2

EXHIBIT 1.

Date

RESPONDENT
EXHIBIT 2

COMPOSITE FEDERAL FORMS

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (defined as any individual or company who agrees to provide materials or services at a specified price) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (DCPS) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by DCPS, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor’s books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.

2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.

3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow DCPS to sustain the cost (if applicable).

5. The Contractor agrees to properly complete and submit to DCPS a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The Contractor agrees to properly complete and submit to DCPS a non-collusion affidavit.

7. The Contractor agrees to properly complete and submit to DCPS a federal drug free workplace certification form.

8. The Contractor agrees the DCPS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the DCPS may seek remedies for damages, if applicable.

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

CONTRACTOR: ______________________________

PRINT NAME OF AUTHORIZED REPRESENTATIVE: ______________________________

SIGNATURE OF AUTHORIZED REPRESENTATIVE: ______________________________

TITLE: ______________________________
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business’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) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required 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. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

________________________________________  ____________________
CONTRACTOR’S SIGNATURE/DATE

______________________________
NAME/TITLE

Name of Company: _______________________
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

__________________________________________________
CONTRACTOR’S SIGNATURE

__________________________________________________
NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: _________________________________
INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary offer” as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.
NON-COLLABORATION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the ___________________________ of _____________________________, a ________________, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm’s offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) ________________, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

I attest that ________________, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

_________________________________________  (Signature)  ___________________________________________  (Date)